

A G E N D A

JOINT WESTERN AREA COMMITTEE

May 10-11-12-13-14, 1971

DEL WEBB'S TOWNE HOUSE

8th and Market
San Francisco, California
9:00 A.M.

CHANGE OF OPERATIONS COMMITTEE

	<u>JW Case #</u>	<u>Page No.</u>
I. C. X.	5-71-5899 (closing of San Jose and Oakland Terminals)	20
O. N. C.	5-71-5902 (closing S.F. Termin. 3/29/71)	23

LATE FILINGS

MAIN COMMITTEE

	<u>JW CASE #</u>	<u>JC 7 CASE #</u>	<u>DATE DEADLOCKED</u>	<u>PAGE NO.</u>
BIGGE DRAYAGE ✓	5-71-5969	(Interp. re. meal allowance)		119
OWENS ILLINOIS ✓	5-71-5970	D-1083	3-10-71	120
P. M. T. ✓	5-71-5971	4-71-LD 6186	4-15-71	121

LATE FILINGS

JOINT COUNCIL 7 COMMITTEE:

	<u>JW CASE #</u>	<u>JC 7 CASE #</u>	<u>DATE DEADLOCKED</u>	<u>PAGE NO.</u>
1968 RINGSBY TRUCK LINES	2-8-3562	LD 3472	1-4-68	222
OWENS-ILLINOIS ✓	2-71-5868	01-71	1-15-71	232
- COAST DRAYAGE vs. #70 ✓	2-71-5869	1-71-LD 5966	1-21-71	233
CONSOLIDATED FREIGHTWAYS ✓	5-71-6065	2-71-LD 6003	4-1-71	234
CONSOLIDATED FREIGHTWAYS ✓	5-71-6066	2-71-LD 5996, 97 & 98	2-4-71	235
1970 ENCINAL TERMINALS	5-71-6067	1-71-LD 5930	2-4-71	236
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1970 WESTERN GILLETTE	5-71-6075	1-71-LD 5940	2-4-71	244

LATE FILINGS

D-1127

4-16-71

Filed 4-9-71

Sea Land

Golden Grain

(4)

Teamsters Local No. 70
70 Hegenberger Road
Oakland 94621

Attn.: Mr. Roy Nunes

June 15 1971

RECEIVED

JUN 16 1971

E. D. CONKLIN, INC.

*Deposition Notaries
Court and Convention Reporters*

110 BUTTER STREET
SAN FRANCISCO 4
GARFIELD 1-3984

Copy of transcript of Case Nos. 2-71-5834; 5-71-6079-65-66-85-74;
2-71-5868; 5-71-6088-72; 5-71-6087-86-84; 5-71-6081-78; 5-71-6077 and
2-71-5869: heard before JWAC Main Committee May 1971:

\$45.40

no copies made of transcript
(orig sent to Lummis)

FROM THE DESK OF

CATHY PERATA

May 26, 1971

TO: Alex Ybarrolaza

Bob Freitas

We have received a billing from the Western Conference of Teamsters with reference to last Joint Western Area Committee Meeting held in May, 1971.

They show the following cases lost by the Union and therefore a \$25.00 fee is due if this is so.

Please advise me if the following cases were lost by the Union:

(Alex) C.F.W. 5-71-6066 ✓

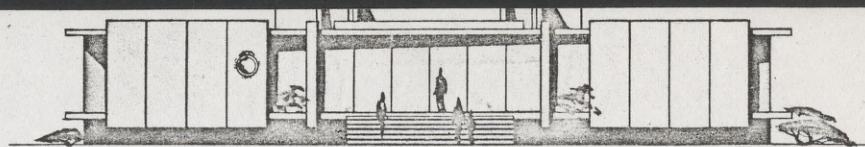
(Bobby) Ringsby 5-71-6072 ✓

Thank you,

Cathy

cc: Munn

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MAY 24 1971

WESTERN CONFERENCE OF TEAMSTERS

1870 Ogden Drive, Burlingame, California 94010 phone 697-0500

May 28, 1971

orig. to Hansen

MEMORANDUM

TO WHOM IT MAY CONCERN:
FROM: THE WESTERN MASTER FREIGHT DIVISION

In accordance with Article 45 of the Western States Area Supplements to the National Master Freight Agreement, the rules adopted by the J. W. A. C., and the determination of the Joint Western Area Grievance Committees, this is a billing for the hearing of cases at the May 10-14, 1971 meeting of the Joint Western Area Committee.

(SEE ATTACHED SHEET FOR BILLING)

In accordance with the above mentioned rules and policies, the amount(s) due must be remitted to the Joint Western Area Committee prior to the Aug. 1971 J. W. A. C. meeting, in order to have cases heard that involve the Company or Union you represent.

This also applies to all cases heard involving supplements to the Western States Area Master Agreement.

Please make checks payable to:

JOINT WESTERN AREA COMMITTEE

and mail to:

Western Master Freight Division
1870 Ogden Drive
Burlingame, California 94010

J. W. A. C. FEE STATEMENT
Covering Grievances Heard at May 10-14, 1971
Meetings

Teamster Local No. 70
70 Hegenberger Road
Oakland, Calif. 94621

Page -1-

CASE NO.	FEE DECISION	AMOUNT DUE J. W. A. C.
2-8-3562	Postponed	
2-71-5868	No Fee	
2-71-5869	No Fee	
5-71-5899	Company Pays	
5-71-5969	Company Pays	
5-71-5970	Withdrawn	
5-71-6065	Company Pays	
5-71-6066	Union Pays	25.00
5-71-6067	Postponed	
5-71-6068	Postponed	
5-71-6069	Withdrawn	
5-71-6070	No Fee	
5-71-6071	Postponed	
5-71-6072	Union Pays	25.00
5-71-6073	No Fee	
5-71-6074	No Fee	
5-71-6075	Postponed	

continued on
page -2-
TOTAL AMOUNT DUE \$

J. W. A. C. FEE STATEMENT
Covering Grievances Heard at May 10-14, 1971
Meetings

Teamster Local 70

Page -2-

CASE NO.	FEE DECISION	AMOUNT DUE J. W. A. C.
5-71-5971	Company Pays	
11-70-5602	No Fee	

TOTAL AMOUNT DUE \$50.00

SET 1 1074

448

1 CASE #5-71-6100 MAY 14 1971 12:15 P.M.
2 LOCAL 287, San Jose, California, and
3 NAVAJO FREIGHT LINES

4 MAIN COMMITTEE

5 UNION COMMITTEE:

6 JACK ALEXANDER
7 ERNIE HINCHER
8 HARRY BATH

EMPLOYER COMMITTEE:

9 R. S. McILVENNAN, Chairman
ART BUNTE
ARTHUR GRISWOLD

10 APPEARANCES:

11 BILL BURKE and AL WINTERS appeared on behalf of the
Union.

12 PETE ATCHISON and JACK PINNEY appeared on behalf of
the Employer.

13

14
15
16 CHAIRMAN McILVENNAN: All right. Ready to hear the
17 case on page 19 of the addenda involving Local 287 and Navajo.
18 The union is the moving party.

19 MR. BURKE: This is a case in which the union is ask-
20 ing for money claims plus a cease and desist order on the
21 company involved.

22 The union is basing its case on Articles 1 and 2 of
23 the National Mater; Article 40, Section 2(c) and Section 3;
24 Article 54(b) and (d) of the O-T-R; Article 40 and Article 47
25 of the Joint Council 7 Local Pickup & Delivery Agreement.

26 The company is running leasors in our area performing

1 work that was formerly done by our local people. These leasors
2 are piercing the terminal and violating the hiring hall pro-
3 visions and all the other articles.

4 MR. WINTERS: I'd like to add a little bit to that.
5 Formerly these leasors used to come into the terminal, and all
6 of a sudden they stopped them coming in and making direct
7 deliveries and pickups within the jurisdiction of the local
8 union. That caused a lot of people to be put -- some people on
9 layoff status. And we have a lot of unemployed people at the
10 hiring hall now. And when these leasors were coming into the
11 terminal they were hiring directly out of the hiring hall on a
12 casual basis, day-to-day basis.

13 We feel under the O-T-R and the Master that Navajo
14 Freight Lines has no right to do this.

15 And another thing, our Local Pickup & Delivery Agree-
16 ment restricts this under Article 47. The company line drivers
17 or lease drivers are not entitled to come in and make local
18 pickups and deliveries within the jurisdiction of the local
19 union.

20 CHAIRMAN McILVENNAN: All right. Any questions of the
21 union at this point?

22 We will hear from the company.

23 MR. ATCHISON: The company's position, that we are
24 presently handling full loads and delivering on one full load
25 one time in the area of 287. And we're also picking up full
26 loads going outbound. We feel under the same articles we can

1 pick up full loads or deliver full loads on a one-stop basis.

2 CHAIRMAN McILVENNAN: What contract are you operating
3 under with respect to the full loads?

4 MR. ATCHISON: Under the Western Over-the-Road.

5 CHAIRMAN McILVENNAN: These men that are coming in are
6 operating under the Western States Over-the-Road Agreement?

7 MR. ATCHISON: To the best of my knowledge, yes, they
8 are. In the union.

9 Is that right, Jack?

10 MR. PINNEY: Yes, that's right.

11 CHAIRMAN McILVENNAN: I know they are in the union but
12 what contract are they operating under?

13 MR. ATCHISON: 224.

14 MR. PINNEY: 224 and 142 out of Gary, Indiana.

15 CHAIRMAN McILVENNAN: Gary, Indiana people are operating
16 under the Western States Road Agreement?

17 MR. PINNEY: This is what they're in back there.

18 CHAIRMAN McILVENNAN: The Western States Road Agreement?

19 MR. ATCHISON: Not the Gary, not out of Gary they
20 wouldn't be. Out of 224.

21 MR. BATH: What do you have signed with 224?

22 MR. ATCHISON: I couldn't say. I don't know what the
23 agreement is with 224.

24 MR. HINCHER: Well, you state that they're under the
25 Western States Area Over-the-Road Agreement. Is it the agreement
26 that we refer to as the red book?

1 MR. ATCHISON: Yes, sir.

2 MR. HINCHER: And what are these? Single-man opera-
3 tion or sleeper operation?

4 MR. WINTERS: Sleeper.

5 MR. HINCHER: Let the company answer.

6 MR. PINNEY: We have both.

7 MR. HINCHER: Are the drivers of this equipment
8 employees of Navajo Freight Lines?

9 MR. PINNEY: They're permanent lease with Navajo.

10 MR. HINCHER: That really wasn't the question. Are
11 they employees of Navajo?

12 MR. ATCHISON: Under the permanent lease agreement
13 they would be employees of Navajo.

14 MR. HINCHER: Being paid the wages, hours and condi-
15 tions of all the rest of your Navajo drivers?

16 MR. ATCHISON: No, sir. They're being paid under a
17 lease agreement.

18 MR. HINCHER: And in what portion of the Western
19 States Area Over-the-Road Agreement do you find this provision
20 that allows you to do that?

21 MR. ATCHISON: Article 54(a).

22 MR. HINCHER: You are referring to the pickup and
23 delivery limitations?

24 That wasn't my question. My question was, where in
25 the Western States Area Over-the-Road Agreement do you find
26 provision that allows you to operate lease equipment under a

1 percentage lease and not have the men employees of Navajo
2 Freight Lines?

3 MR. ATCHISON: Under Article 54 it says—

4 MR. HINCHER: Would you read the portion of it that
5 you are relying on?

6 MR. ATCHISON: Under Article 40: "In all cases, hired
7 or leased equipment shall be operated by an employee of the
8 certificated or permitted carrier."

9 MR. HINCHER: That's correct. That's why I asked you
10 several times if the man was an employee under the terms of this
11 agreement receiving the wages, hours and working conditions of
12 your employees.

13 MR. ATCHISON: I couldn't say whether that would comply
14 with it or not. I don't know what the agreement was on it and
15 I don't have a copy of the lease agreement with the drivers here.

16 MR. HINCHER: Well, this agreement speaks for itself.
17 I don't know anything about your lease agreement. This agree-
18 ment provides the number of cents per mile that they will get
19 paid, the limitations of what work they may or may not perform.
20 It has the health and welfare, pension coverage that must be
21 provided for the men as employees of your company.

22 This is what I am asking, if they are receiving these
23 things.

24 MR. PINNEY: Yes, they are, health and welfare.

25 MR. HINCHER: Pension?

26 MR. PINNEY: Pension.

1 CHAIRMAN McILVENNAN: I think what Mr. Hincher is
2 saying, or the question he's asking is, the lease agreement that
3 you have that provides for the wages and conditions and fringe
4 benefits in the lease agreement, is that the same as contained
5 in the Over-the-Road Agreement with respect to mileage pay and
6 delay time, et cetera?

7 MR. PINNEY: I can't say whether it is or not.

8 MR. ATCHISON: I can't say at this point. I don't
9 know.

10 CHAIRMAN McILVENNAN: You don't have a copy of the
11 lease agreement here with you?

12 MR. ATCHISON: I have copies of bills.

13 You don't have any lease agreements with you?

14 MR. PINNEY: No.

15 MR. WINTERS: Ask me the same question; I'll answer it.

16 The sleeper cab drivers that are coming into our area
17 are not getting the wages and conditions of the agreement.

18 I've talked to them and there's several, not only --
19 they're not owner-operators; they're leased by a gentleman by
20 the name of Greer; he owns eight pieces of equipment; Mr.
21 Tarkington, he owns another eight pieces of equipment. And
22 these drivers are being paid 13 cents a mile split with no lay-
23 over provisions in it. They don't know whether they're under
24 the health and welfare or not. I asked them about the pension.
25 They don't know about that. And they're not getting the wages
26 and conditions of the agreement.

1 And I have a list of other companies that are leased
2 to you people and should be under this O-T-R Agreement. Like a
3 fellow by the name of Porkey owns about ten or twelve pieces of
4 equipment. I have a list in my briefcase.

5 MR. BATH: Al, are these guys that live out here in
6 California?

7 MR. WINTERS: They're stationed in Los Angeles. In
8 fact, I tried to chat with these gentlemen every time I catch
9 them. I finally got one of them over at Food Machinery, which
10 I instructed the drivers to take the truck to the terminal. And
11 I had a little chat with Mr. Greer over the phone in Los Angeles.

12 Blanchard, he's leased to you people, owns three pieces
13 of equipment.

14 Young and Ott, they're leased to you people, eight
15 pieces.

16 And there's also a G & C Leasing Company. They're
17 paying 13 cents a mile split. No layover provisions.

18 And they're not -- well, let's say, they're not getting
19 the wages and conditions of the agreement.

20 MR. ATCHISON: I couldn't say, Al. I don't know
21 because we're speaking now of, I think the case is before us
22 here on our special commodities. And the case in point and the
23 drivers that you have listed are on perishable commodities
24 division. There are two separate divisions. But the cases here
25 are on special commodities division.

26 MR. WINTERS: What are you talking about when you talk

1 about special commodities?

2 MR. PINNEY: Flatbed division.

3 MR. WINTERS: Does that give you still the right to
4 come into our territory and break down the working conditions of
5 the Western States Over-the-Road and the Local Pickup and
6 Delivery Agreement? Do you have a copy of that agreement?

7 MR. ATCHISON: No, I don't.

8 MR. WINTERS: Is it a part of the National Master?

9 MR. ATCHISON: I can't even say.

10 MR. WINTERS: Well, I'm just asking that because—

11 CHAIRMAN McILVENNAN: You've got the right to ask him.

12 MR. BUNTE: You've got two divisions. Are they both
13 covered by the Over-the-Road? You drew a separation. Do they
14 both operate under the same contract?

15 MR. SHEPHERD: The company operates out of Gary,
16 Indiana. It's a steel haul. And the perishable commodities
17 they operate everywhere.

18 MR. WINTERS: These pieces of equipment are operating
19 out of the Los Angeles terminal that I just mentioned. They're
20 leased to Navajo.

21 CHAIRMAN McILVENNAN: The one that you are making the
22 claims on?

23 MR. WINTERS: I don't know. There's a lot of them
24 going to Westinghouse. And Westinghouse, I guess Navajo must
25 have paid them off because they won't even let the business
26 agent go in the joint. They've got a guard there.

1 MR. PINNEY: I will differ with that. It happens to
2 be under military and we can't even get in ourselves.

3 MR. WINTERS: You're doing a pretty good job of it.

4 CHAIRMAN McILVENNAN: Let's not argue back and forth.
5 You are out of order on that.

6 MR. WINTERS: Our argument here, Mr. Chairman, is that
7 Navajo Freight Lines has been operating in Santa Clara County for
8 quite awhile. They are under the National Master, O-T-R and
9 Local Pickup & Delivery Agreement, part of it.

10 These leased operators used to come into the terminal.
11 There's been cases up here before with Joint Western Committee
12 where they used to come in on Saturdays and Sundays where they
13 had to hire men to load and unload and hire hostlers. You know
14 that.

15 And we'd like to have it stopped. So that's why we're
16 asking that they continue to come back into the terminal. And
17 if they want any help they can call our hiring hall. We'll be
18 glad to furnish it like we did before.

19 We want them to stop, a cease and desist on it.

20 MR. BURKE: I'd like to say this, Mr. Chairman. The
21 company is claiming they have no knowledge of any agreements or
22 how these people are operating, yet Mr. Pinney is a division
23 manager for special commodities division. And we feel that he
24 has knowledge as the division manager of that division.

25 CHAIRMAN McILVENNAN: All right. Any other statements
26 to be made?

1 Navajo want to make any more?

2 MR. ATCHISON: The only leases that have previously
3 gone into the terminal have been on split loads where we have had
4 more than one delivery on the truck. We have at that time gone
5 into the terminal and made such deliveries with local people.

6 MR. WINTERS: I'd like to say something on that. I
7 don't see whether there's a split load or full load under this
8 O-T-R Agreement that allows them to do it when there's a pro-
9 vision in there that says any place that prohibits that, any
10 local pickup delivery agreement prohibits, they have to come
11 into the terminal.

12 CHAIRMAN McILVENNAN: Anything else? Any questions by
13 the panel?

14 Executive session.

15 (Executive session.)

16 MR. BATH: [Based on the company's testimony that they
17 are operating under the Western States Area Over-the-Road Supple-
18 ment, the company is directed to abide by the terms and condi-
19 tions of the Over-the-Road Supplement, and the money claims of
20 the union are upheld.]

21 MR. ALEXANDER: Second the motion.

22 (Motion carried.)

23 CHAIRMAN McILVENNAN: The company pays the fee in this
24 case.

25 - - -

26

MINUTES OF MEETING

JOINT WESTERN AREA COMMITTEE

MAY 10-11-12-13-14, 1971

DEL WEBB'S TOWNE HOUSE

SAN FRANCISCO, CALIFORNIA

* * * * *

The Joint Western Area Committee convened at 10:00 A.M., Monday, May 10, 1971, at Del Webb's Towne House in a joint session of the Full Committee of both Employer and Union Representatives.

Under the rotating Chairmanship rule of the committee, the Employers named as Chairman of the Joint Committee, Mr. R. S. McIlvennan.

1. The Minutes of the previous meeting of the Joint Western Area Committee in the sessions of February 8-9-10-11-12, 1971, were approved as distributed.
2. Discussion of cases filed after the deadline date.
3. The May, 1971 Agenda was approved as revised.
4. It was moved, seconded, and carried, that the Committee for Local Operations would hear discharge and warning letter cases referred to them by the Main Committee, with the authority to act on these cases in the capacity of the Main Committee.
5. It was moved, seconded, and carried, that the Joint Council #7 cases be heard by the Main Committee for this session.
6. The Union named Nobby Miller to replace Harvey Killman on the Joint Western Area Committee.
7. The California Bay Area Committee Rules of Procedure were approved as amended.
8. CORRECTION IN MAY, 1971 TRANSCRIPT: The decision in Case #5-71-6065 - Local 70 vs Consolidated Freightways reads as follows in the transcript: "That the route man be given 12 hours at time and a half." *Union Case 3711 2-71-LD 6003*
The correct motion should read: "That the route man be given 2 hours at time and a half."
9. ADJOURNMENT.

NOTE:

THE AUGUST, 1971 MEETING OF THE JWAC WILL BE HELD AT DEL WEBB'S

TOWNE HOUSE - MARKET & 8TH -- SAN FRANCISCO.

STARTING THE WEEK OF AUGUST 9TH THROUGH 13TH

1 CASE #2-71-5834 MAY 12 1971 2:20 P.M.
2 LOCAL 85, San Francisco, California, and
3 I.M.L. FREIGHT, INC.

4 MAIN COMMITTEE
5

6 UNION COMMITTEE: EMPLOYER COMMITTEE:

7 GENE SHEPHERD
8 HARRY BATH
9 GEORGE KING

R. S. McILVENNAN, Chairman
GORDON KIRBY
CHUCK LAWLOR

10 APPEARANCES:

11 JOHN MURNIN, DAN FLANIGAN and TOM ANDRADE appeared on
behalf of the Union.

12 ART BUNTE and FRED CAUDILL appeared on behalf of the
Employer.

14

— — —

16 CHAIRMAN McILVENNAN: All right. The union is the
17 moving party, so any time you're ready.

18 MR. MURNIN: Yes, Mr. Chairman. This is a matter in-
19 volving the bobtailing of equipment from outside of our juris-
20 diction into San Francisco by outside employees of Interstate
21 Motor Lines. The operation is creating an effect on the employ-
22 ment of our people at the San Francisco terminal.

23 And it is the contention of Local 85 that the company
24 may be operating legal as long as it does not affect our employ-
25 ment rolls. We feel that the people from the outside juris-
26 diction can bobtail in as long as we have our full complement

1 working.

2 There have been instances where outside people from
3 other jurisdictions have bobtailed in; our people are on layoff,
4 qualified people, to perform the very same duties. The company
5 takes the attitude that this is a permissible condition. We
6 feel otherwise.

7 We feel that in any instance where a qualified man on
8 the steady payroll was on layoff that he should be compensated
9 for any of these actions that were performed creating this layoff.

10 MR. ANDRADE: We sat with the company, and the company
11 as much as agreed with this. That as long as there was nobody
12 laid off that they wouldn't do this.

13 Other instances that brought this up is the fact that
14 they not only done it for the sole purpose of coming over here
15 and picking up a container but once they came over here and the
16 container wasn't ready for them to return immediately back into
17 the outside area, such as Local 70 or 315, is that they utilized
18 this man to go out and make pickups in our jurisdiction and turn
19 around and bring him to the terminal. And we had this out with
20 the employer, Mr. Flanigan and myself.

21 CHAIRMAN McILVENNAN: Anything else at this time?

22 MR. MURNIN: With the right to rebut.

23 CHAIRMAN McILVENNAN: All right. Art, do you want to
24 proceed.

25 MR. BUNTE: This case is basically on a Local 70 man
26 bobtailing into our San Francisco terminal and then pulling a

1 load back to Oakland. The claim is filed on the basis, basically,
2 that we can't bobtail across the bridge. It is based on a
3 specific day and on the specific day in question there was no man
4 on layoff.

5 Our San Francisco facility three years ago had five
6 men in it. It only handles work off of the waterfront. It does
7 not pick up and deliver LTL. That is all done with Local 70
8 personnel.

9 Presently we have 12 men at our San Francisco facility
10 The number of men at our San Francisco facility is governed by
11 the amount of freight that we enjoy on the import coming in
12 through the waterfront.

13 We have basically, historically, or since that, bob-
14 tailed across. We bring the loads across. The line dies at
15 Oakland. The loads are then either brought this way or they
16 come over and get them and take them back to go East. And it is
17 our understanding that this is not a violation of the juris-
18 diction between the two locals.

19 CHAIRMAN McILVENNAN: Any questions by the panel
20 members?

21 MR. KING: Yes. I'd like to ask a question of the
22 company.

23 CHAIRMAN McILVENNAN: OK.

24 MR. KING: Mr. Andrade, or, I misunderstood him, I
25 thought he said that the 70 men come over and make pickups, bob-
26 tail over and then make pickups in San Francisco and then bring

1 it to the San Francisco terminal. Do they do that?

2 MR. CAUDILL: If that's happening I'm certainly not
3 familiar with it. Not to our knowledge, they're not. This
4 could have happened on a rare occasion.

5 MR. KING: Do you allow 70 men to come to San Francisco
6 and pick up and deliver within the jurisdiction of 85? By that,
7 do you allow the 70 men to come over and load out of the terminal
8 and then go to a customer in San Francisco, or go to a customer
9 in San Francisco and bring freight to the San Francisco terminal.
10 and then go to Oakland?

11 MR. CAUDILL: No.

12 MR. BUNTE: No.

13 MR. KING: I thought that Tom said this is what you do
14 with the bobtail.

15 MR. FLANIGAN: May I?

16 CHAIRMAN McILVENNAN: Do you want to clarify that?

17 MR. ANDRADE: Well, yes. We sat with the gentleman
18 across the table from us here. In fact, we had a little dispute
19 for a couple hours there. And he got ahold of Seattle, or what-
20 ever it was, maybe this gentleman sitting there, and he made
21 this claim to us. And we agreed, we had agreed that a long time
22 ago, that either Local 70 or Local 85 could bobtail into one
23 another's areas to either pick up an empty or pick up a loaded
24 one, provided that there was nobody off, laid off.

25 On this particular day that we were talking about where
26 they paid, they had people laid off. And it came about that, in

1 fact, the gentleman across the table contradicted his terminal
2 manager. That if this was happening that he better stop it. And
3 he agreed that it did happen.

4 In other words, they brought a man over from Oakland,
5 deadheaded him in here to pick up a load. The load was not ready.
6 They turned him around and gave him another box, another piece of
7 equipment and he went out and made a pickup in our area and
8 brought it back to the terminal.

9 CHAIRMAN McILVENNAN: The San Francisco terminal?

10 MR. ANDRADE. Yes, sir.

11 MR. HINCHER: But if I may, Tom, you say that claim was
12 paid? That isn't the issue that is in the filing in front of us.

13 MR. ANDRADE: Well, the issue that we are, if I may,
14 Ernie, trying to clarify here, and I think that I brought it out,
15 that we've agreed that Local 70 or Local 85 can go and bobtail
16 into one another's area providing that there's nobody laid off.

17 MR. HINCHER: I think that is the question. Can you
18 do that or can you not is the issue.

19 MR. MURNIN: It's the matter that I put on the table.
20 As long as it affected the employment.

21 CHAIRMAN McILVENNAN: Executive session.

22 (Executive session.)

23 MR. BATH: I move the claim of the union be denied.

24 MR. SHEPHERD: Second the motion.

25 (Motion carried.)

26 CHAIRMAN McILVENNAN: The union pays the fee.

RECEIVED

FROM THE DESK OF

CATHY PERATA

May 26, 1971

TO: Alex Ybarrolaza

Bob Freitas

We have received a billing from the Western Conference of Teamsters with reference to Jast Joint Western Area Committee Meeting held in May, 1971.

They show the following cases lost by the Union and therefore a \$25.00 fee is due if this is so.

Please advise me if the following cases were lost by the Union:

(Alex) C.F.W. 5-71-6066

(Bobby) Ringsby 5-71-6072

*we lost
it*

Thank you,

Cathy

1 CASE #2-71-5868 MAY 11 1971 10:15 A.M.
2 LOCAL 70, Oakland, California, and
3 OWENS ILLINOIS

4
5 MAIN COMMITTEE

6 UNION COMMITTEE: EMPLOYER COMMITTEE:

7 GENE SHEPHERD R. S. McILVENNAN, Chairman
8 AL WINTERS ART BUNTE
9 GEORGE KING BEN THROOP

10 APPEARANCES:

11 DICK SARMENTO appeared on behalf of the Union.

12 RAY SILVERA and JOHN MULLER appeared on behalf of the
Employer.

13
14
15 CHAIRMAN McILVENNAN: All right. I think we have a
16 copy of the contract here and we will go into executive session
17 and decide whether this case should be heard here or somewhere
18 else. So we will excuse the parties for the moment.

19 (Executive session.)

20 MR. THROOP: I move that this case be referred to the
21 Joint Council 7 Committee to be heard on its merits.

22 MR. WINTERS: Second the motion.

23 (Motion carried.)

24 CHAIRMAN McILVENNAN: No fee in this case.

25
26

1 CASE #5-71-6088 MAY 11 1971 10:25 A.M.
2 LOCAL 315, Martinez, California, and
3 PACIFIC MOTOR TRUCKING

4
5 MAIN COMMITTEE

6 UNION COMMITTEE: EMPLOYER COMMITTEE:

7 GENE SHEPHERD
8 AL WINTERS
9 GEORGE KING

R. S. McILVENNAN, Chairman
BEN THROOP
GORDON KIRBY

10 APPEARANCES:

11 VINCE ALOISE and JOHN BENZLER appeared on behalf of the
Union.

12 WILLIAM HILLEBRAND appeared on behalf of the Employer.

13

— — —

14
15 CHAIRMAN McILVENNAN: I believe the union is the moving
16 party. So, do you want to lead off.

17 MR. ALOISE: Well, it's a matter of the company trying
18 to cut rates of pay. From Year One Local 315 and PMT, they've
19 always paid the doubles rates for whatever work they done.

20 Back in the last November hearing at the Joint
21 Western, the company prior to that tried to cut the pay on week-
22 ends and pay the man for the classification they work. And we
23 filed a grievance on it and the Committee saw fit to uphold the
24 union and paid the men doubles rate of pay for all work done.

25 And John here is the steward at the PMT with 315, and
26 if need be he can elaborate on the doubles rate of pay since

1 he's been there. And we're only asking it for the men employed
2 there at this time. If they hire any new people in the future
3 then they can pay them the contract.

4 CHAIRMAN McILVENNAN: Go under the contract?

5 MR. ALOISE: By contract.

6 CHAIRMAN McILVENNAN: All of these people employed now
7 have been paid at double rates?

8 MR. ALOISE: Double rates of pay for whatever: plat-
9 form, single, bobtail, anything.

10 MR. JAMES: Mr. Chairman, can I ask a question? Are
11 you saying doubles rate of pay or double rate of pay?

12 MR. ALOISE: Doubles.

13 MR. JAMES: -1-e-s?

14 MR. ALOISE: Yes. Hostler rate.

15 CHAIRMAN McILVENNAN: I see. All right. Let's hear
16 from the company.

17 MR. HILLEBRAND: Well, the company doesn't contest
18 that we have been paying the doubles rate of pay. And as Vince
19 pointed out, there was a grievance heard in November on the week-
20 end, which was ruled that we would continue to pay this doubles
21 rate.

22 During this period of time we were talking with Local
23 315 about bidding the barn because the company feels that under
24 the new contract that was negotiated there's a new article,
25 which is Article 41, Section 7, which specifies that all classi-
26 fications and shifts are to be bid. And in Article 53 it also

1 specifies the wage rates that would apply to these specific
2 classifications.

3 So we corresponded back and forth a number of letters
4 between Vince and myself. And we finally settled on January
5 27th 1971 where we did bid the various classifications in the
6 Local 315.

7 CHAIRMAN McILVENNAN: Excuse me. Is it the first time
8 you bid?

9 MR. HILLEBRAND: Yes, this is the first time we bid
10 since the new contract went into effect.

11 We had a number of various jobs open for bid: hostler
12 classification at our Ford Warehouse where we start, some
13 doubles classifications. All the drivers at that time bid the
14 one hostler classification based upon their seniority.

15 We then at that time took the seniority roster and
16 awarded the hostler job at the Ford Warehouse to the senior man.
17 And then we continued on down the list by seniority offering
18 the highest paid jobs to the senior people. At that time we
19 reduced the rates of pay to their jobs. We felt that we were
20 right in doing this because, as I said, this new article that
21 specifies that you shall bid classifications, and that this made
22 this past practice of paying everybody doubles null and void.

23 And that's basically my case.

24 CHAIRMAN McILVENNAN: OK. Anything else?

25 MR. KIRBY: The question I have, have these men ever
26 performed this work that they were paid? In other words, have

1 these people who are now driving bobtail, have they driven
2 doubles? Have they performed doubles work in the past?

3 MR. ALOISE: As far as I know they've done everything.

4 MR. KIRBY: Everybody was a combination man completely
5 at that terminal and worked in all classifications of the con-
6 tract? Now there is a bid that restricts them to certain classi-
7 fications as far as pay is concerned unless they work in a dif-
8 ferent classification? Is that correct? Do all parties agree
9 to that?

10 MR. HILLEBRAND: Yes.

11 MR. ALOISE: Yes.

12 CHAIRMAN McILVENNAN: Executive session.

13 (Executive session.)

14 MR. KING: I would move that based on the company's
15 particular method of pay involving this case, that the claim of
16 the union is upheld.

17 MR. WINTERS: Second the motion.

18 (Motion carried.)

19 CHAIRMAN McILVENNAN: The company pays the fee.

20 - - -

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26

1 CASE #5-71-6072 MAY 11 1971 11:10 A.M.
2 LOCAL 70, Oakland, California, and
3 RINGSBY TRUCK LINES

4
5 MAIN COMMITTEE

6 UNION COMMITTEE: EMPLOYER COMMITTEE:

7 GENE SHEPHERD R. S. McILVENNAN, Chairman
8 AL WINTERS PAUL JAMES
9 GEORGE KING GORDON KIRBY

10 APPEARANCES:

11 BOB FREITAS appeared on behalf of the Union.

12
13 LEE SMITH appeared on behalf of the Employer.

— — —

14 CHAIRMAN McILVENNAN: All right. This is page 241.
15 Local 70 and Ringsby.

16 And the union is the moving party, so we will ask the
17 union to start off.

18 MR. FREITAS: The union's position in this particular
19 case in regard to Thomson was that the man was on layoff some
20 time in August and elected not to take any vacation time while
21 he was drawing his unemployment. And as a result of that he
22 came back in December and requested that the company pay him 17
23 days accrued vacation. Which the company did.

24 And our position at that point was that the 17 days
25 constituted time worked for the month of December. And we feel
26 that that qualified him for the provisions of the health and

1 welfare, 80 hours, to be covered for the hours worked in
2 December to be paid in January. And the company is taking a
3 different stand on it.

4 That's the case.

5 CHAIRMAN McILVENNAN: OK. Let's find out the company's
6 position.

7 MR. SMITH: It is the company's position that this was
8 an unscheduled vacation. The man was placed on layoff on August
9 the 26th and this vacation had not been posted earlier in the
10 year, in March. And he just came in and applied for his vacation
11 pay and he was paid the accrued vacation. He did not take it at
12 the time of layoff.

13 We also have no way of knowing whether the man was
14 working for another company or not during this time that he was
15 collecting vacation pay from us.

16 CHAIRMAN McILVENNAN: He was on official layoff notice
17 as of August?

18 MR. SMITH: Yes. He was on official layoff since
19 August the 25th. And it's our position that it is an unscheduled
20 vacation. He does not designate any given days or any given
21 time.

22 CHAIRMAN McILVENNAN: Any questions by the panel?

23 MR. KING: I would like to ask the employer, what was
24 his normal anniversary date? When would he have been paid his
25 vacation if he was continued working?

26 MR. SMITH: His anniversary date is February 24th of

1 '66, is his starting date. So February would be his anniversary
2 date.

3 MR. KING: Did he sign for vacation pay?

4 MR. SMITH: No, he did not.

5 MR. WINTERS: Did he come up and ask if he could take
6 his vacation in the month of December?

7 MR. KING: No. He was laid off.

8 CHAIRMAN McILVENNAN: It's just a question of pay. He
9 asked for pay in December, is what happened.

10 MR. JAMES: He didn't want his vacation paid because
11 he was collecting his unemployment compensation.

12 CHAIRMAN McILVENNAN: Which he is entitled to do.

13 MR. KING: Let me ask the employers again, and the
14 union can help answer this question. Was he officially -- not
15 officially, but was he laid off for lack of employment, you
16 said, in March, didn't you say?

17 MR. SMITH: No. August. 25th of August.

18 MR. KING: Now from August until the time of December
19 that you paid him his vacation was he off?

20 MR. FREITAS: He's been off, yes.

21 MR. KING: On layoff?

22 MR. FREITAS: Yes.

23 MR. KING: How did you arrive at giving him his 17
24 days vacation in December? How did that come about? Was he
25 entitled to it by virtue of his seniority or his particular time
26 on the board?

1 MR. SMITH: This was vacation that he had accrued up
2 to the point of layoff.

3 MR. KING: I know. But was he entitled to it in the
4 month of December or would you have normally give it to him in
5 the month of December or did you work out a mutual understanding
6 to give it to him in December?

7 MR. SMITH: He came in and applied for it. It wasn't
8 a posted vacation of any kind.

9 MR. KING: Let me ask you in the reverse. If he never
10 applied for the vacation when would you have given him the
11 vacation?

12 MR. SMITH: We would have held it until he applied or
13 paid him on his anniversary date.

14 MR. KING: And his anniversary date was in February?

15 MR. SMITH: Yes.

16 MR. KIRBY: The question was, he ran out of unemploy-
17 ment in December and then came in and asked for his accrued
18 vacation.

19 MR. FREITAS: The company agreed to pay him.

20 CHAIRMAN McILVENNAN: Executive session.

21 (Executive session.)

22 MR. KIRBY: I make a motion, Mr. Chairman, that the
23 claim be denied.

24 MR. JAMES: Second the motion.

25 (Motion carried.)

26 CHAIRMAN McILVENNAN: The union pays the fee.

1

May 13 1971

9:30 A.M.

2

3 CASE #5-71-6087

4 LOCAL 287, San Jose, California, and
5 WEST TRANSPORTATION

6

7 CASE #5-71-6086

8 LOCAL 287, San Jose, California, and
9 SHIPPERS-ENCINAL EXPRESS

10

11 CASE #5-71-6084

12 LOCAL 287, San Jose, California, and
13 GARDEN CITY TRANSPORTATION

14

MAIN COMMITTEE

15

16 UNION COMMITTEE:

17 GENE SHEPHERD
18 HARRY BATH
18 GEORGE KINGR. S. McILVENNAN, Chairman
PAUL JAMES
ART BUNTE

19 APPEARANCES:

20 JACK BLACK and BILL BURKE appeared on behalf of the
21 Union.

22 JIM HERD appeared on behalf of West Transportation.

23 PAT BROSNAN appeared on behalf of Shippers-Encinal
24 Express.25 RALPH DEQUINE appeared on behalf of Garden City
26 Transportation.

1 CHAIRMAN McILVENNAN: All right. In these cases we
2 will ask the union to set forth the facts and the cases will be
3 combined.

4 MR. BLACK: On March the 18th West Transportation
5 dropped a unit, No. PFEL-3958, at Econolab. It was loaded by the
6 employees of Econolab. No Local 287 men in attendance to assist
7 in the loading.

8 At Econolab everything is made up on pallets inside
9 the warehouse, and then the orders are filled directly from this
10 warehouse and from these pallets. So there's no reason why any-
11 thing has to be waited for on a delayed delivery.

12 Econolab has three forklifts, of which they do all the
13 receiving and the shipping with these units. So it's a matter,
14 if they have something that's incoming that they feel is im-
15 portant they will stop loading and they will go over and unload
16 the incoming freight.

17 CHAIRMAN McILVENNAN: What you are saying is the
18 consignee at its own convenience will load or unload the van?

19 MR. BLACK: That's right. Exactly what I am saying.

20 Do you have anything to add, Bill?

21 MR. BURKE: I'd like to say that these companies are
22 parties to the Local Pickup and Delivery Agreement, and under
23 that agreement they're not supposed to drop vans or trailers
24 and leave them unattended. The man is supposed to stay with the
25 equipment.

26 MR. BLACK: We feel that under the work jurisdiction

1 provision it says "in addition to the driver." So we feel that
2 if the driver isn't there, there has to be a 287 -- could be a
3 lumper, could be a company employee in attendance while that
4 vehicle is being loaded or unloaded.

5 CHAIRMAN McILVENNAN: Let's hear the company's posi-
6 tion.

7 MR. HERD: Well, it's our contention that in the sea
8 van operation that we have been dropping; it's a historical
9 thing. Our tariffs are set up to allow for a shipper load or
10 consignee unload, as the case may be. And we don't see anything
11 in the agreement that says that a sea van can't be dropped or
12 unloaded.

13 CHAIRMAN McILVENNAN: You drop them over there and
14 they load them at their convenience?

15 MR. HERD: Right.

16 CHAIRMAN McILVENNAN: Then they call you?

17 MR. HERD: They call us and we come in and take them
18 out of there.

19 CHAIRMAN McILVENNAN: Do you people want to add any-
20 thing to that? Do you do the same thing?

21 MR. DEQUINE: We do the same thing. This is a practice
22 that has been going on in the Bay Area for some time and the
23 shipping public demand this and expect this service. And with-
24 out this service we're in a noncompetitive field with the rest
25 of the Bay Area locals.

26 CHAIRMAN McILVENNAN: OK. Do you want to add anything?

1 MR. BROSNAN: Well, the tariff provides for a shipper
2 load and count rate. And with Encinal this is what we operate
3 under. And the shipper load and count rate is much lower than
4 a drayman load, and it only provides you to go in and drop the
5 container.

6 We're working strictly for the steamship company.
7 We're not working for that shipper or that consignee. We're
8 doing it solely for the—

9 CHAIRMAN McILVENNAN: Shipper's convenience?

10 MR. BROSNAN: —shipper's convenience. And we're
11 doing it for the steamship company.

12 CHAIRMAN McILVENNAN: OK. Any rebuttal.

13 MR. BLACK: We feel the contract is very clear. That
14 work jurisdiction belongs to the Teamsters and that they have
15 to have a Teamster in attendance when these vehicles are being
16 loaded.

17 MR. KING: I'd like to ask one question of any of the
18 employers.

19 That gentleman says he operates under a tariff of
20 shipper's load and count. I would just like to ask either of
21 them, or any of them, where in the agreement that they are a
22 party to and bound by under Article 44 of the Joint Council 7
23 Agreement does it say anything about tariff changing the agree-
24 ment that they agreed to have the people working under the
25 jurisdiction load and unload stay with the truck?

26 CHAIRMAN McILVENNAN: Well, I think the answer to your

1 question is that the tariff—

2 MR. KING: I didn't ask you for the answer. I'd like
3 to have them give me the answer.

4 CHAIRMAN McILVENNAN: I understand your question better
5 than they do probably.

6 MR. KING: All right. But let me say this. This
7 gentleman made a statement that the tariff or the exemption of
8 the tariff gives him the right to do such. And we might agree
9 with him if it was in the contract that they're signature to.
10 That doesn't say anything like that.

11 All it does say, and specifically tells, what trailers
12 can be dropped. There is some trailers that can be dropped under
13 a 24-hour provision and such, that we just negotiated. We just
14 negotiated piggyback trailers that used to be dropped because of
15 Plan 3, 4 and 5, cannot be dropped any longer.

16 And I would just like to know where they think that
17 they have a right to change a contract that they just signed,
18 just six months ago.

19 MR. HINCHER: George, you misquoted the article. You
20 said Article 44; you meant Article 47.

21 MR. KING: 47. OK. So I'm not too smart either.

22 CHAIRMAN McILVENNAN: Well, you asked the question.
23 I think the response would be that what's in the tariff is
24 separate from what's in the contract.

25 MR. HERD: Correct.

26 CHAIRMAN McILVENNAN: And he says, yes.

1 MR. KING: Let me ask you something, Mr. Chairman.
2 If you negotiate a contract in the future with the Teamsters
3 Unions in good faith and expect us to live up to it in good
4 faith and then the tariffs are revised, that you automatically
5 can then, because the tariffs on the Interstate Commerce Com-
6 mission or Public Utilities Commission are revised, that you can
7 automatically do away with the agreement without consulting us
8 or renegotiating?

9 CHAIRMAN McILVENNAN: The answer to that question is,
10 no.

11 MR. KING: OK. That's all.

12 MR. KIRBY: A question of the union. You say that
13 these vans should be babyset. Is it a question of maintaining
14 a man with the van to baby-sit it or is it a question who per-
15 forms the work under the contract?

16 MR. BURKE: The question is, who performs the work.
17 The man should be there, whether it's a driver or a lumper, to
18 load the van.

19 MR. KIRBY: Are you claiming that no van can be dropped?

20 MR. BURKE: We're claiming that the dropping of these
21 containers is a violation of our Local Pickup and Delivery
22 Agreement. That's all I'm claiming right now.

23 MR. KIRBY: Because of the work that was performed by
24 the shipper consignee? All were hand jobs; all were hand loaded?

25 MR. BURKE: Right.

26 CHAIRMAN McILVENNAN: Ernie.

1 MR. HINCHER: I'd like to ask the companies, under the
2 exception in the agreement, what period of time were these
3 trailers left there? How many hours?

4 MR. HERD: Ours was left there the 18th, 19th, I think,
5 picked up the 22nd.

6 CHAIRMAN McILVENNAN: Several days, you said?

7 MR. HERD: Yes.

8 MR. HINCHER: It would be in excess of the 36-hour
9 provision?

10 MR. HERD: It was there that long, yes.

11 MR. DEQUINE: Ours was under the 36 hours.

12 MR. KING: That's not the question that they're trying
13 to decide. The question that they're trying to decide—and
14 let's lay our cards right on the table—the Association on
15 behalf of its members are trying to take the position that sea
16 container trailers under the individual contracts that exist
17 between the local unions and the container companies, they have
18 a right to do the same thing.

19 MR. HINCHER: I understand.

20 MR. KING: And under their contract they don't have
21 that right.

22 MR. KIRBY: Let's put this on the table so that you
23 have it full and in the transcript.

24 As one of the negotiators back East I maintain that
25 sea vans were discussed at length. The negotiators came to this
26 understanding: that we would leave them as we did in the past.

1 Principally we would work under the Sealand type of operation.

2 MR. KING: That's not true.

3 MR. KIRBY: We had a lengthy discussion on this. The
4 one that was primarily concerned with it at the time was
5 Richardson. I'm sure the union members would agree with that.
6 There has even been an exchange of correspondence with Richard-
7 son and never any protest to it.

8 MR. KING: All right. Now, Mr. Chairman, there's no
9 question that we're not going to get a decision here on this
10 case. And I would like to introduce our chairman of the
11 negotiations for Joint Council 7 in the last negotiations who
12 participated in every meeting in Washington, D.C. to put his
13 statement on the record completely, because there's going to be
14 no question that this case is going to be deadlocked.

15 CHAIRMAN McILVENNAN: I don't know about that.

16 MR. KING: Well, you don't. Well, maybe I've got a
17 crystal ball.

18 So we want him to put his position on the record as
19 the answer to Kirby.

20 CHAIRMAN McILVENNAN: Introduce him; I don't know
21 whether we know this fellow or not!

22 MR. HOFMANN: I've been here for three days waiting
23 for it.

24 CHAIRMAN McILVENNAN: What do you want to say, Freddie?

25 MR. KIRBY: How do you spell that name?

26 MR. HOFMANN: One f and two m's.

1 At the meeting held in Washington during the negotiations it was the employers' intention during negotiations to include Sealand type vans under Article 47 where they would be exempt from dropping trailers.

5 It was the position of the negotiating committee on the union side that we do not have a contract with Sealand and we would not include sea vans in the agreement. The Sealand was never included in Article 47.

9 And we said at that time—and Kirby, you can correct it—that if the companies can get the same type of a contract with the local unions as Sealand has, is something else. But we would not include the sea van type of where the men drop the equipment at any consignee that the people coming under Article 47 of the Agreement.

15 CHAIRMAN McILVENNAN: All right. Now what about this Section (3) that is in here about the 36 hours? Does that apply in this case?

18 MR. HOFMANN: That applies. If they're 36 hours or longer, that applies. But if they're under this 36-hour period, they have to have a man there.

21 Now, the 36-hour period also, they have to work that van within the 36-hour period every day. They just can't work it the first few hours and then wait 36 hours and finish it up. That was the understanding we got in Washington also. That van has to be worked at all time.

26 MR. KIRBY: One clarification, Mr. Chairman. I think

1 Freddie will agree with this. We had a case recently where a
2 36-hour situation was used on a weekend. And we agreed with
3 Fred at that time that van had to be worked both days to qualify
4 so that the company wouldn't subterfuge on a weekend.

5 MR. HINCER: Had to work a Friday and a Monday?

6 MR. KIRBY: Had to work two days somewhere in there,
7 a Saturday and a Monday or a Saturday and a Sunday, and so forth.
8 But it had to be worked more than one day so the guy couldn't
9 say, "I'll drop it in on Friday. You load it in two hours. I'll
10 pull it out on Monday. We'll save time and a half."

11 But when we talked about moving this thing from 24
12 hours to 36, we just said flat ass, no questions asked. If it's
13 over 36, it's ours. If it's under 36, it's yours.

14 And Fred will remember that. We meant on a workweek
15 when we were talking about the 36 clean. No questions there.
16 But over the weekend, Fred and I both agreed in the conversation
17 that the doors had to be opened so that it wouldn't be subter-
18 fuge.

19 Do you remember that, Fred?

20 MR. HOFMANN: Yes.

21 CHAIRMAN McILVENNAN: I listened to one of the com-
22 panies say that it was over 36 and one said it was under.

23 MR. DEQUINE: We're not maintaining a 36-hour. We're
24 maintaining we loaded it under 36 hours.

25 CHAIRMAN McILVENNAN: Was yours over or under?

26 MR. KING: Mr. Chairman?

1 MR. HOFMANN: Well, George, I would like to say some-
2 thing else.

3 And during the negotiations there was a lot of argu-
4 ments pro and con on both sides regarding Article 47, regarding
5 sea vans, regarding a lot of other articles. But when we
6 finally came to the completion of the Joint Council 7 negotia-
7 tions it was put down on a three-sheet form what we agreed on,
8 on the changes. And what we did not agree was thrown out.
9 Everything else was thrown out.

10 There's a signed document with the three pages that
11 is signed by Kirby, McDougald, Charlie Lawlor, Preston and
12 Anderson.

13 On the union side it was King, Tim Richardson, myself
14 and Al Leishman.

15 That's the things we agreed on and nothing else.

16 MR. LAWLOR: The piggyback trailers were the primary
17 topic of discussion when we were talking about drop vans. When
18 we started talking about sea-going containers it was completely
19 understood, as far as I was concerned, by both sides of the
20 table that we were not talking about changing anything on sea-
21 going containers. We were talking about the rail piggyback
22 trailers.

23 And Tim Richardson started jumping up and down and
24 says, "No, no. We want to drop all this Sealand business too."

25 And if I remember, you were the one who put it to him,
26 that in my area, you mentioned some in my area were doing it and

1 some are not.

2 MR. HOFMANN: Charlie, finish what I said. I said in
3 our area at the time we had Sealand under a contract the same
4 way as Local 70 did. And they were allowed to do it but nobody
5 else was allowed to do it. Only those that we had under con-
6 tract with Sealand.

7 MR. KIRBY: But the point we have to make, Mr. Chairman,
8 I think it is awfully important to the industry as a whole, the
9 Sealand Contract—and I've got it here—has language in it that
10 reads this way:

11 "Section 1. Sealand Service, Incorporated may leave
12 trailers or containers for loading by the shipper or unloading
13 by the consignee, and the same terms and conditions shall apply
14 to any transportation company when engaged in the transportation
15 of Sealand Services and military freight."

16 MR. HINCHER: Would you identify the parties to that
17 agreement?

18 MR. HOFMANN: Who signed that contract?

19 MR. KIRBY: This is an independent contract. And they
20 had in parenthesis here after "Sealand Services Domestic
21 (coastal or intercoastal) and military."

22 But that was the first paragraph of it.

23 But it's also been our understanding if West Trans-
24 portation—using this as an example—handled a Sealand container
25 they handled it under the same terms and conditions as Sealand
26 people did.

1 Walkup, when they used to have Matson, handled it in
2 the same manner. A Rider was drawn up so that Walkup's would
3 not be at a competitive disadvantage to a firm like Sealand.

4 Encinal has a Rider—and the company can correct me if
5 I'm wrong—has a Rider with Local 85 to drop containers. I
6 believe you also have one with 70. Is that correct?

7 MR. BROSNAN: Right.

8 MR. KIRBY: Now, when he dropped his load down in the
9 San Jose area at a vineyard company, Almaden Winery, he dropped
10 it with his container division out of 70. His container
11 division handles all of his container work. So he has a little
12 different spot than the other two companies on here, a little
13 different color paint on Encinal.

14 But the only principle that we took these cases on,
15 and we told our employers to take them on, was the understanding
16 that we thought we came away with from the bargaining table, and
17 the understanding is as we stated earlier and as Charlie stated
18 it here. There was no question in our mind.

19 In fact, gentlemen, I can give you a letter I wrote to
20 Tim Richardson back, I believe, in 1970 before he was moved out
21 of office, when a sea container question came up and the baby-
22 sitting of trailers came up. And I told Tim that the question
23 is, who loads and unloads? The loading is the question; not
24 baby-sitting of trailers. And that we had agreed at that time
25 we'd follow the Sealand concept.

26 MR. ANDRADE: It's a lie!

1 MR. KIRBY: There is a letter on file, Tom. And if
2 you want to join this case you can get your ass in it.

3 But that copy of a letter I sent to Al Winters last
4 week, and I don't know if Al has been able to see it at his desk
5 yet.

6 CHAIRMAN McILVENNAN: This is 287 and several companies;
7 we don't need other people in the case.

8 MR. KIRBY: The letter I think is a matter of record,
9 and that can be produced if you want.

10 MR. ANDRADE: Mr. Chairman, I'm going outside.

11 MR. HINCHER: You can stay.

12 MR. ANDRADE: Wait a minute, Ernie.

13 MR. HINCHER: Off the record.

14 (Remarks outside the record.)

15 MR. LAWLOR: If I recall the conversation we had back
16 in Washington, Fred, the thing that you were trying to do was
17 to not change anything as far as containers as they had existed
18 in your area. In other words, I think this is what you just
19 said earlier. That if they had a deal where it was a Sealand
20 agreement, that Sealand was dropping trailers, that would con-
21 tinue. And if the carrier didn't have a deal where he was
22 dropping Sealand containers, that he had his own 287 people
23 loading them, that that would continue. And not that we were
24 trying to change anything as far as sea-going containers were
25 concerned.

26 MR. HOFMANN: Charlie, what we talked about, it was

1 one of the employers' main contentions, that add and include
2 under Article 47 the Sealand type of agreement, the sea van, on
3 account of Sealand's contract with Local 70.

4 It was the position of the local unions at that time
5 they would not include the sea vans under Article 47 under the
6 Joint Council 7 Agreement.

7 Now, we did that because we have no agreement with
8 Sealand. Local 85 and them has no agreement with Sealand. Now,
9 what 70 does in their own area, that's one thing. But they
10 can't do it in any other area.

11 The only thing that we say, we have a Joint Council 7
12 Agreement with these companies. We have no 70 agreement with
13 them. They signed the Joint Council 7 Agreement; they should
14 live up to it.

15 MR. KING: I'd like to answer Kirby's statement.
16 Kirby says that the Sealand contract provides that it will be
17 applicable to any other carrier.

18 MR. HOFMANN: George, I want to say something else.
19 Even when Sealand was up in the San Jose area when we had a con-
20 tract with 70 and Sealand, the only one that could do it at that
21 time was Sealand alone because that was the national agreement
22 that was negotiated. We do not allow any other company to do it.

23 Now, they might have done it and got away with it
24 without our knowing, but we never did allow any other company
25 besides Sealand to do it. That was the contract we had with
26 Sealand.

14

1 MR. WINTERS: That's correct.

2 MR. HINCHER: Let George finish.

3 MR. KING: Mr. Kirby made a statement that the language
4 in Sealand agreement provides that their operation is applicable
5 to any other carrier. They don't have that authority unless
6 that was signed by all the local unions or the International,
7 all the local unions in the national contract.

8 I've got to agree with him that there was a contract
9 or an addendum or a Rider with Local 70 and Encinal Terminals,
10 and there possibly could be one with 85. That isn't our argu-
11 ment. And if any of the carriers can write an addendum or a
12 Rider that does different than what we're arguing, we have no
13 objection.

14 All we're saying is that they just can't arbitrarily
15 decide how they're going to operate sea vans without sitting
16 down with the local union or the Western Conference of Teamsters
17 or the International and work out some system.

18 MR. HINCHER: I think your record is fairly complete
19 without cluttering up much more.

20 MR. LAWLOR: A question of the employers. The method
21 that you have been using to load and unload the Sealand con-
22 tainers or the sea-going containers, is it different now under
23 this agreement than it was in the prior agreement? Have you
24 changed your method of operation at all?

25 MR. HERD: No.

26 MR. KING: Wait a minute now.

1 CHAIRMAN McILVENNAN: Let's get it on the record. The
2 company says, no.

3 Now, the union is saying something else.

4 MR. KING: There's some companies sitting over there
5 that possibly could have an agreement or an understanding under
6 the old agreement on how they would haul sea containers. And
7 we're not here to argue that. If they had that kind of an agree-
8 ment or Rider and produce it, we're duly bound to live up to it
9 for the local unions.

10 But there's some people . . . Well, let me say this.
11 I think we ought to get this on the record. There must not be—
12 and I don't want to be a mistake—I don't think there's three
13 carriers in all of Joint Council 7, other than three carriers
14 that have a Rider.

15 What the Association is trying to do is get a blanket
16 decision and apply the Riders that they may have to every
17 employer in Joint Council 7, and this is what we object to.

18 MR. WINTERS: That's right. You hit it right on the
19 head, George.

20 CHAIRMAN McILVENNAN: They say they were doing this
21 previously, Rider or no Rider.

22 MR. KING: Stu, if they have a Rider and it says that
23 they can do this, and there's no question in my mind, I don't
24 know specifically what they are, that Encinal Terminals does
25 have an agreement with Local 70 and some kind of an agreement
26 with 85. I'm not arguing that.

1 This gentleman here, I don't know who he represents.

2 MR. HERD: West.

3 MR. KING: Who?

4 MR. HERD: West.

5 MR. HINCER: West Transportation.

6 MR. KING: Well, I know you don't have any.

7 Now, this gentleman there is Garden City. I don't know.

8 Do you have a Rider?

9 MR. DEQUINE: No, we don't.

10 MR. KING: All right. This is our argument.

11 MR. HOFMANN: Another thing, George. Another thing,
12 they're taking the position -- we had eliminated the past prac-
13 tice out of the agreement; there's no more past practice unless
14 they get the approval of the local union.

15 CHAIRMAN McILVENNAN: Let me ask one question; then
16 we're going to close the record.

17 Fred, does this Article 47 that talks about the 36
18 hours, if it's over 36 hours they can do it?

19 MR. HOFMANN: Any operator can do it under that agree-
20 ment.

21 CHAIRMAN McILVENNAN: Now, as I understand the company
22 one of the companies said that it took more than 36 hours on one
23 of these.

24 MR. KING: That's another case.

25 MR. LAWLOR: One of the employers said that it took
26 over 36 hours to unload the Sealand container.

1 down Saturday and Sunday, they don't work, and the company picks
2 it up Monday. Is that 36 hours?

3 MR. HOFMANN: That's not a 36-hour deal.

4 MR. HINCHER: The 36 hours, as has been stated by both
5 sides, is not the issue in this case.

6 CHAIRMAN McILVENNAN: We're going to have executive
7 session.

8 (Executive session.)

9 MR. BATH: I move the claim of the union be upheld.

10 MR. SHEPHERD: I second the motion.

11 (Motion deadlocked.)

12 MR. JAMES: Move for arbitration.

13 MR. BUNTE: Second the motion.

14 (Motion deadlocked.)

15 CHAIRMAN McILVENNAN: The CTA will pay half the fee
16 and the local union will pay one-half the fee.

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1 CASE #5-71-6081 MAY 13 1971 10:30 A.M.
2 LOCAL 287, San Jose, California, and
3 DELTA LINES

4 MAIN COMMITTEE
5

6 UNION COMMITTEE: EMPLOYER COMMITTEE:

7 GENE SHEPHERD
8 HARRY BATH
9 GEORGE KING

R. S. McILVENNAN, Chairman
CHUCK LAWLOR
GORDON KIRBY

10 APPEARANCES:

11 BILL BURKE and PETE CANCELLA appeared on behalf of the
Union.

12 LARRY CAIN appeared on behalf of the Employer.

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15 CHAIRMAN McILVENNAN: OK. We are on page 250. 287
16 and Delta.

17 The union is the moving party. Any time you're ready.

18 MR. BURKE: OK. On Saturday, February 20 1971, Delta
19 Lines worked four men: Cramer, Bacosa, Freas and Newton. Freas
20 and Newton are junior to Gallardo. Cramer and Bacosa are senior
21 men. Gallardo, it was his turn to work. The company didn't
22 work him; they went around him on the wheel.

23 And that's my case, and I'll rebut.

24 CHAIRMAN McILVENNAN: OK. Let's hear from the company

25 MR. CAIN: Well, the company's position is that
26 Gallardo was asked to work December the 12th. Gallardo refused

1 Saturday work at that time, so therefore he was placed to the
2 bottom of the wheel until the rotation wheel was back around to
3 him again. Therefore, he wasn't eligible to work February the
4 20th.

5 CHAIRMAN McILVENNAN: What is the procedure on this
6 rotation thing? You don't go by seniority?

7 MR. BURKE: Yes. It's a rotating wheel.

8 MR. KING: Let me ask a question, the union and the
9 company. Do you have an agreement between the union and the
10 company, do you have a rotating wheel for premium work? Right?

11 MR. CAIN: Right.

12 MR. KING: Do you have an agreement that if a man
13 refuses on a specific day that he loses his place and goes to the
14 bottom of the wheel and has to work his way up?

15 MR. CAIN: Right.

16 MR. HOFMANN: George, that's our understanding in
17 negotiations.

18 MR. LAWLOR: That's in the contract. That was agreed.

19 MR. BURKE: Well, the union's position is this: that
20 Gallardo did not refuse to work the 12th of December. Gallardo
21 couldn't work—and I have his time slip—because of the fact
22 that Mr. Gallardo didn't have sufficient hours to work. He was
23 out of hours. This doesn't constitute a refusal to work.

24 CHAIRMAN McILVENNAN: What is the company's answer to
25 that?

26 MR. CAIN: Well, the company's answer is that Gallardo

1 did refuse to work, so therefore he was placed to the bottom of
2 the wheel. Irregardless, once a man is out of time any given
3 Saturday he is automatically dropped to the bottom of the wheel
4 regardless of out of time or refusal.

5 MR. KING: They're going to scalp this Indian!

6 CHAIRMAN McILVENNAN: One at a time now.

7 MR. SHEPHERD: Do you have an agreement or in your dis-
8 patch procedure or contract that gives the company the right on
9 ICC hours to drop them to the bottom of the board?

10 MR. KING: It's local pickup and delivery, dock work.

11 MR. SHEPHERD: I don't care what it is, George. The
12 point is if the guy is out of hours what happens to him?

13 MR. KING: He doesn't go to the bottom of the board.
14 You hold your position.

15 MR. CAIN: The company is basing their case on the
16 refusal to work December the 12th.

17 MR. KING: Let me ask you a question. On the 12th you
18 say that he refused to work?

19 MR. HINCHER: December the 12th.

20 MR. KING: December the 12th. All right. Now, the
21 union's position is on December the 12th the man didn't have
22 sufficient hours. Now, I want to ask the company, if you asked
23 the man to work on December the 12th and he didn't have hours,
24 how could you have worked him?

25 MR. CAIN: Gallardo was asked Thursday, December the
26 10th. He was informed that we had work available Saturday,

1 December the 12th. And he said that he would turn it down. He
2 did not want the work that following Saturday.

3 MR. BURKE: Mr. Chairman, I would like to say this:
4 If you ask a man on a Wednesday or a Thursday if he can work
5 Saturday, there's no way that he can tell you because all he can
6 determine Wednesday or Thursday is how many hours he has to go
7 for the next day; he can't tell you how many hours he's going to
8 have two days later because he doesn't know.

9 CHAIRMAN McILVENNAN: How many miles does he go?

10 MR. BURKE: I don't know his mileage.

11 CHAIRMAN McILVENNAN: Is he under the ICC thing?

12 MR. BURKE: They're bound by that 60 hours. And the
13 company is the one that dispatches this man. They control the
14 man's hours; the man doesn't control his own hours.

15 CHAIRMAN McILVENNAN: Off the record for a minute.

16 (Remarks outside the record.)

17 CHAIRMAN McILVENNAN: Executive session.

18 (Executive session.)

19 MR. SHEPHERD: I make a motion the claim of the union
20 be upheld.

21 MR. KING: Second the motion.

22 (Motion carried.)

23 CHAIRMAN McILVENNAN: The company pays the fee.

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1 CASE #5-71-6078 MAY 13 1971 10:55 A.M.
2 LOCAL 85, San Francisco, California, and
3 S. E. RYKOFF COMPANY

4

5 MAIN COMMITTEE

6 UNION COMMITTEE:

7 JACK ALEXANDER
8 GENE SHEPHERD
8 AL WINTERS

EMPLOYER COMMITTEE:

R. S. McILVENNAN, Chairman
CHUCK LAWLOR
ART BUNTE

9 APPEARANCES:

10 JIM BAKER, TOM ANDRADE, BOB HAGE and DAN FLANIGAN
11 appeared on behalf of the Union.

12 KARL ADAMS appeared on behalf of the Employer.

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15 CHAIRMAN McILVENNAN: Let's go. Page 247. The union
16 is the moving party.

17 MR. BAKER: Mr. Chairman, under the provisions of
18 Joint Council 7, Local 85 Supplement, this case is filed under
19 Article 57, Vacations. The article is lengthy but the thing in
20 doubt here this morning is that our contract reads, under Section
21 3 of this Article, that:

22 "Vacation periods are not to be arbitrarily assigned
23 to employees during the months of October through March unless
24 mutually agreed upon. Based on seniority, vacation periods
25 shall be assigned during the months of April through September."

26 I'd like to emphasize "April through September." This

1 is where the problem comes in.

2 Earlier in the Article it says that:

3 "Seniority to be considered in choice of vacation
4 periods. In arranging vacations, due consideration shall be
5 given to the Employer so that his business will not be crippled
6 or seriously affected by reason of too many men seeking vacation
7 at the same time."

8 In this particular case we have one man, and one man
9 only, that requested his vacation for a two-week period within
10 the calendar month of September. We felt by one man asking he
11 was not seriously affecting the operation by reason of having
12 too many men off. The company in all the weeks allows three men
13 to go.

14 The company's position is that they have blocked out
15 this period in the month of September and have arbitrarily said
16 that no one may go through this two-week period.

17 The union's contention is because the contract is very
18 clear, that the vacation periods are April through September,
19 and we have not burdened them with too many men off, that the
20 company cannot block out any assigned weeks or months within the
21 time the vacation period can be assigned, which is April through
22 September.

23 CHAIRMAN McILVENNAN: How many people are we talking
24 about in this operation?

25 MR. BAKER: 27 drivers, I believe.

26 MR. ADAMS: 25.

1 CHAIRMAN McILVENNAN: 25. And at this time in September
2 this was the only man going to be off?

3 MR. BAKER: One man. But the company has blocked this
4 two-week period and put up a request that they would appreciate
5 if all drivers would not go in this two-week period as it's a
6 very heavy period.

7 The gentleman in question, because of arrangements,
8 could not fulfill the company's request. They therefore arbitrarily
9 told him he cannot go then.

10 Our position is he has a right to go because we are in
11 complete conformity with all the verbiage of the agreement
12 regarding vacations as provided for in the Joint Council 7
13 Supplement.

14 CHAIRMAN McILVENNAN: OK. Let's hear from the company

15 MR. ADAMS: Mr. Chairman, Article 57 on vacations
16 provides that due consideration be given to the employer so that
17 his business will not be crippled or seriously affected by
18 reason of too many men seeking vacation at the same time.

19 Article 20 pursues the furtherance of mutual interest,
20 reasonable standards and protecting long range interests of all
21 parties including the general public.

22 CHAIRMAN McILVENNAN: What section is that now?

23 MR. ADAMS: Article 20.

24 MR. BAKER: National Master.

25 MR. ADAMS: With these factors in mind, we wrote our
26 letter dated March 3 1971 to Local 85, explaining our reasons

1 for asking our drivers not to request vacations during the first
2 two weeks of September.

3 And I have that letter, dated March 3rd 1971, addressed
4 to Mr. James Baker, Business Agent, Teamsters Local 85, 760
5 Bayshore, San Mateo, California:

6 "Dear Mr. Baker:

7 "This letter serves as confirmation of our phone con-
8 versation regarding drivers not taking vacations from September
9 1 to September 17.

10 "Through many years of handling institutional grocery
11 orders, we find that these two weeks are the largest volume sales
12 weeks of the year. This is brought about by the opening of
13 school. All of the schools require their merchandise to be
14 delivered during these weeks so that the children can eat pro-
15 perly. In years past, we have had to go to the union hall to
16 have extra drivers brought in during this period. We have also
17 had to lease extra trucks. Because of our specialized type of
18 deliveries, we feel that it is imperative that we have our regu-
19 lar drivers in attendance during that period.

20 "All of our drivers except one have respected our
21 wishes and have arranged their vacations accordingly. We have
22 allowed them to take any of the other 50 weeks of the year for
23 their vacation, and limiting the vacations to three drivers per
24 week, which is in excess of 10% of our workforce. Mr. Robert
25 Robinette chooses not to observe our request not to take his
26 vacation during these two weeks. We are sorry, but we cannot

1 allow this request. If you have any other comments or wish any
2 further information regarding this matter, please contact our
3 operations manager, Mr. Karl Adams.

4 "Sincerely, B. H. Hummell, Vice President" of Rykoff.

5 The initial application forms for vacation requests
6 asked our drivers to avoid the first two weeks of September, due
7 to severe work requirements. This being a period when we need
8 all of our experienced drivers.

9 The company has had the full cooperation of all drivers
10 in this request for the past two years and also this year with
11 the exception of Mr. Robinette.

12 We feel that the company can request that no vacations
13 be taken by our drivers during the first two weeks of September
14 because Article 57, Section 3, permits the union to block out
15 vacations for one-half of the year, or 26 weeks, the months of
16 October through March.

17 School children are part of the general public and
18 their interests and needs must be considered. These two weeks
19 are the time when all of the schools restock after summer vaca-
20 tion and the workload is extremely heavy.

21 Absence of any of our experienced drivers during this
22 critical period would cause hardship and could result in loss or
23 damage to business.

24 CHAIRMAN McILVENNAN: Is this the only two weeks of
25 the whole year, and it's always these two weeks in September
26 when school starts?

1 MR. ADAMS: Right. Always these first two weeks. If
2 we do 28,000 cases a week regularly during the year, this week
3 comes through with thirty-five or 36,000 cases. Another whole
4 day piled into these two weeks.

5 In our bulletin that we posted for the men we asked:
6 "Please do not request vacations from September 1 through
7 September 17 1971. Work requirements are severe due to the
8 opening of school."

9 Here I have the list that was posted in accordance
10 with the contract. The first 17 men all avoided this two-week
11 period at our request except No. 18, Mr. Robinette. Three men
12 maximum per week bulletin.

13 Because Mr. Robinette did mark those three weeks we
14 asked him by posted bulletin not to take those weeks and to change.
15 There were a couple of others, but here was another dated one
16 day later, a bulletin asking him to change.

15 And finally, on March the 2nd, vacation schedule
17 changes, "Mr. Robinette, mark two weeks other than September 6th
18 and 13th." Signed down below by Mr. Robinette: "I do not care
19 to take any other weeks!!!!"

21 MR. BAKER: Very determined gentleman.

22 CHAIRMAN McILVENNAN: Let me ask the union: Why can't
23 this man, since there's plenty of notice, change his vacation
24 period?

25 MR. BAKER: Because he has a contractual right reserved
26 for him not to be arbitrarily assigned to any other period other

1 than the months April through September.

2 CHAIRMAN McILVENNAN: But this does not seem to be an
3 unreasonable request and he is given plenty of notice. Why
4 can't he go a week later when the company doesn't have this peak
5 period?

6 MR. BAKER: I didn't go into his personal makeup of
7 what his thinking was. I only wanted to guarantee him what he
8 was guaranteed under his working agreement. If the employers
9 wanted the right to block out weeks during the periods of April
10 through September it should have been in Washington at the
11 bargaining table. If they feel it was unreasonable to give us
12 six months, April through September, they should have spoke at
13 that time.

14 CHAIRMAN McILVENNAN: Well, you've got thousands and
15 thousands of employers being represented at the bargaining table.
16 And I'm sure we can't take every little thing and every
17 peculiarity of every company to write a national contract.

18 MR. BAKER: Agreed.

19 CHAIRMAN McILVENNAN: But when they have a reasonable
20 explanation as to why they can't do it in these two weeks, it
21 seems to me kind of unreasonable that the man, with all this
22 notice and all, that he wouldn't give some consideration to it.

23 MR. LAWLOR: This was the 18th man in seniority, if I
24 understood it right.

25 MR. BAKER: Right.

26 MR. LAWLOR: Had the company not blocked that out,

1 chances are the man couldn't get that particular week anyway. He
2 wouldn't have had the whiskers to get it.

3 MR. BAKER: Likely so, Charles, likely so. I couldn't
4 tell you. Like he makes reference in his letter where he wrote
5 to the union he had conversation. I told the company if the men
6 wanted to abide by their wishes, fine and dandy. If they felt
7 they did not want to abide by their wishes because there was
8 language protecting them to go during this period, that I would
9 have to take the employee's side because he's entitled to this
10 under the contract. We have conformed. We're not asking for
11 too many men off. One, and one only, is all we're saying during
12 this week.

13 MR. HINCER: I think we've got all the facts.

14 CHAIRMAN McILVENNAN: Executive session.

15 (Executive session.)

16 MR. WINTERS: I make a motion the union's position be
17 upheld.

18 MR. SHEPHERD: Second the motion.

19 (Motion carried.)

20 CHAIRMAN McILVENNAN: The company pays the fee.

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1 CASE #5-71-6077 MAY 13 1971 3:40 P.M.
2 LOCAL 85, San Francisco, California, and
3 PACIFIC MOTOR TRANSPORT

4
5 MAIN COMMITTEE

6 UNION COMMITTEE: EMPLOYER COMMITTEE:

7 JACK ALEXANDER
8 GENE SHEPHERD
9 GEORGE KING

R. S. McILVENNAN, Chairman
ART BUNTE
GORDON KIRBY

10 APPEARANCES:

11 JIM BAKER, TOM ANDRADE and JOHN MURNIN appeared on
behalf of the Union.

12 WILLIAM HILLEBRAND appeared on behalf of the Employer.

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15 CHAIRMAN McILVENNAN: This is Local 85 and PMT.

16 Executive session.

17 (Executive session.)

18 MR. BUNTE: I move it be remanded to the California
19 Bay Area Committee to be heard on its merits.

20 MR. SHEPHERD: Second the motion.

21 (Motion carried.)

22 CHAIRMAN McILVENNAN: No fee in this case.

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1 CASE #2-71-5869 MAY 14 1971 1:45 P.M.
2 COAST DRAYAGE, and
3 LOCAL 70, Oakland, California.

4
5 MAIN COMMITTEE

6 UNION COMMITTEE: EMPLOYER COMMITTEE:

7 JACK ALEXANDER
8 GENE SHEPHERD
8 AL WINTERS

R. S. McILVENNAN, Chairman
PAUL JAMES
ARTHUR GRISWOLD

9 APPEARANCES:

10 JOE ARINO appeared on behalf of the Union.
11 ED ADAMS appeared on behalf of the Employer.

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14 CHAIRMAN McILVENNAN: This is Coast Drayage and Local
15 70. Money claim filed by Coast Drayage against Local 70.

16 Apparently this case went to the Joint Council 7 Labor
17 Management Committee and was deadlocked on the motion that this
18 case is improperly before this committee.

19 The company being the moving party, will you enlighten
20 us as to what happened?

21 MR. ADAMS: Well, do you want me to put the case on?

22 CHAIRMAN McILVENNAN: Did you put the case on in the
23 other committee on its merits or was it just deadlocked on the
24 procedural question about whether it should be before the com-
25 mittee or not?

26 MR. ADAMS: That's right. The latter. It was

1 deadlocked on a procedural question.

2 CHAIRMAN McILVENNAN: You never got into the merits?

3 MR. ADAMS: No, did not discuss the merits at all.

4 CHAIRMAN McILVENNAN: OK.

5 MR. ADAMS: Now, do you want me to put the merits on?

6 CHAIRMAN McILVENNAN: No. OK.

7 What is the union's position?

8 MR. ARINO: I didn't say a word. The panel argued it
9 out. I didn't say a word and he didn't say a word. The panel
10 knew what it was about. They knew it was a claim that the
11 employer was trying to extort money from the union.

12 MR. WYKOFF: There was nothing that actually came up
13 on the thing. I was the chairman at the time. It was just that
14 the union said the case was improperly before the committee.
15 We said, "Why?" and they said, "It is", and it deadlocked.

16 CHAIRMAN McILVENNAN: OK. Executive session.

17 (Executive session.)

18 MR. SHEPHERD: I move the case be referred to the
19 Joint Council 7 Labor-Management Committee to be heard on its
20 merits.

21 MR. ALEXANDER: Second the motion.

22 (Motion carried.)

23 CHAIRMAN McILVENNAN: No fee in this case.

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1 CASE #5-71-6079 MAY 12 1971 3:00 P.M.
2 LOCAL 85, San Francisco, California, and
3 WESTERN CARLOADING

4 MAIN COMMITTEE
5

6 UNION COMMITTEE: EMPLOYER COMMITTEE:

7 GENE SHEPHERD
8 HARRY BATH
9 GEORGE KING

R. S. McILVENNAN, Chairman
CHUCK LAWLOR
GORDON KIRBY

10 APPEARANCES:

11 JOHN MURNIN, TOM ANDRADE and DAN FLANIGAN appeared on
behalf of the Union.

12 ROBERT LEHMANN and MARK REASONER appeared on behalf of
the Employer.

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16 CHAIRMAN McILVENNAN: All right. We are going to hear
17 the case on page 248. 85 and Western Carloading.

18 The union is the moving party.

19 MR. MURNIN: Yes. Gentlemen, this is a request for
20 the difference in money paid our member, Joseph Beveridge, an
21 employee at Western Carloading on the midnight shift. In
22 separate instances he claims injury on the job, requested the
23 right to go home and attended the doctor the following day in
24 both instances. The company claims otherwise.

25 We feel that the man is justifiable in his claim for
26 the difference in the hours paid.

1 The contract is fairly clear on it. When a man is
2 injured on the job he gets paid the full shift. The man had
3 separate injuries, as described by the doctor. We feel that he
4 should be compensated for the hours that was deducted from his
5 pay.

6 Anything to add, Tom?

7 MR. ANDRADE. This was two separate injuries. The
8 company feels that it's one and the same injury. The company is
9 saying that they paid for the man to go to the doctor the first
10 day for that injury, and they're not going to pay, according to
11 the agreement, they're not going to pay for the second day be-
12 cause it's the same injury. We claim it's two separate injuries,
13 and the doctor's report I think specifies that it is two.

14 MR. HINCER: Do you have the doctor's report?

15 MR. MURNIN: Yes.

16 CHAIRMAN McILVENNAN: All right. Just leave that in
17 evidence.

18 Then we will ask the company to go ahead.

19 MR. LEHMANN: The reason that the pay for Joe Beveridge
20 was withheld on the two nights in question are these: on both
21 nights the man went to his supervisor to take reports of either
22 injuries or requests to leave the shift, and so forth, and said,
23 "My feet hurt again; I want to go home."

24 And he was allowed to go home, punched out on both
25 evenings. At one time it was at 1:10 a.m., an hour and ten
26 minutes after the shift started. And the next night it was 1:40

1 a.m.

2 Just to clarify what was said, I would like to intro-
3 duce the night foreman and ask him to relate to you what tran-
4 spired at the time the man came up to him.

5 CHAIRMAN McILVENNAN: OK.

6 MR. REASONER: My name is Mark Reasoner.

7 On these two different incidents the man in question,
8 Joe Beveridge, came up to me and told me that his foot was
9 bothering him again and thought that it was a new injury. This
10 was the same injury that he had previously. And he did not
11 report to me that it was a brand new injury. And that he wanted
12 to go see his physician in the morning, who has been treating
13 him for this same injury.

14 CHAIRMAN McILVENNAN: Did you fill out an accident
15 report or an injury report?

16 MR. REASONER: Yes, I did.

17 CHAIRMAN McILVENNAN: Is that the same as I have here?
18 Let's see what you've got.

19 "Employee claims that while he was in the process hand-
20 trucking on the dock and moving freight he had a reoccurrence
21 of an old injury to his foot." And then there is a statement
22 here: "Employee should try to be more careful when he's working
23 on the dock."

24 And that's what you signed. Right?

25 MR. REASONER: Yes.

26 CHAIRMAN McILVENNAN: And that is the identical wording

1 of the one on the 8th also?

2 MR. REASONER: Yes, sir.

3 MR. HINCER: Here we have two doctor's reports signed
4 by a Dr. Cunha. One dated on February the 8th, where he says
5 his foot slipped, and according to the doctor's statement, he was
6 examined on 2/8/71 at 11:00 a.m., and the patient stated while
7 he had a load on a handtruck, about eye level while driving it
8 into a truck that wasn't lit, not noticing a hole his handtruck
9 missed and his foot slipped. He was treated for contusion to
10 his right heel. "Treatment: Office visit, initial exam,
11 history, whirlpool treatment."

12 On February the 9th, the next day, he was again treated
13 by the same doctor. And the statement on this occasion was that:
14 "While loading big boxes, went to get a big pallet and the
15 pallet he was on gave way, injuring his right ankle." Treated
16 for a sprain to the right ankle. Office visit, whirlpool treat-
17 ment. Signed by the doctor.

18 So it certainly indicates at least he went to the
19 doctor on two different days.

20 MR. LEHMANN: Yes, he did.

21 MR. HINCER: And according to the statement that the
22 doctor signed they were for two different reasons. One was a
23 contusion of the right heel and the other was a sprain of the
24 right ankle.

25 CHAIRMAN McILVENNAN: Do you want to make a statement?

26 MR. LEHMANN: Yes, sir. I hadn't quite finished.

1 MR. HINCHER: I didn't mean to interrupt.

2 MR. LEHMANN: I thought that it would be to the com-
3 mittee's advantage to know that the original injury to his heel
4 happened in an accident where he was hit by a pallet in 1969, in
5 May.

6 And when I originally prepared this presentation I
7 went back for the past twelve months preceding this, these two
8 instances here in question, and came up with a list of 18 times
9 that this man's gone to the doctor.

10 MR. MURNIN: It's not relevant, Mr. Chairman.

11 MR. LEHMANN: On the same thing where he went up and
12 said, "My feet are hurting me again and I want to go home."

13 And then we turn around and find out that he does go
14 home. And it's not an issue where that it's so sore or so pain-
15 ful or new of nature that he's got to go to the doctor right
16 then but rather waits until some time in the middle of the next
17 morning.

18 And it's also, I think, probably worth some background
19 knowledge to note that this hasn't happened since the 9th of
20 February. He hasn't gone home again since then.

21 MR. HINCHER: Must have been a good doctor!

22 CHAIRMAN McILVENNAN: On these other instances, say,
23 18 or 19 times, has he gone to the doctor the next day or what?

24 MR. LEHMANN: Yes, sir.

25 CHAIRMAN McILVENNAN: What has been the nature of the
26 injury? The foot or what? Or have there been different things?

1 MR. LEHMANN: Most of them have been foot, reoccurrence
2 of old injury to foot, reoccurrence of old injury to foot.
3 Starting from the farthest one back, the 18th of February, 6:10
4 a.m., steel pin punctured his shoe. 2:10 a.m. on the 3rd of
5 March, recurrence of an injury to right foot. These are in 1970.
6 1:00 o'clock, recurrence of injury to right foot.

7 12:20 a.m., spasm in left leg. That's in April. Another one in
8 April: injury to leg again while moving a rug. 1:30 a.m.,
9 another one in April of 1970. Recurrence of old injury to leg.

10 Here's one with a wrist a year ago. Then in September
11 and again, recurrence, right foot gave out. Recurrence. Two of
12 them in August. Another recurrence of an old injury. And it's
13 foot, foot, recurrence, all the way down the line.

14 MR. KING: Let me ask you a question. When you say
15 reoccurrence of an injury, did he get hurt at this particular
16 time on the dock?

17 MR. LEHMANN: As he reported these it was, "I'm hurting
18 again." Not that, "I fell through a hole and bruised my ankle."

19 MR. KING: But you say "reoccurrence." Was it another
20 accident?

21 MR. HINCHER: I think we are only looking at the two
22 cases in point, and in both cases he has two specific statements
23 as to how he got hurt that night. Now, whether they are truth-
24 ful or not is something else.

25 I would like to ask a question of the union. What are
26 we talking about in hours?

1 MR. MURNIN: They paid him for actual time worked. In
2 one instance he worked until shortly after 1:00 a.m.

3 MR. HINCER: What time does he go to work?

4 MR. MURNIN: 12:00 midnight. In the other instance he
5 worked until 1:40 or 1:20.

6 MR. LEHMANN: 1:40.

7 MR. HINCER: You are talking about approximately
8 seven hours each night they didn't pay him?

9 MR. MURNIN: This is correct, roughly. Based on the
10 premium pay time for a midnight shift.

11 MR. ANDRADE: Mr. Chairman, I think with all this, the
12 only thing that we're here for as far as the union is concerned
13 is to prove that this is two separate injuries by the doctor's
14 say-so, and whether the man should be paid and whether he
15 shouldn't be paid.

16 What the employer brings out here as far as 1970 where
17 the guy had ten or twenty injuries, I don't think he's got any
18 facts as far as this particular case is concerned.

19 And I think that the report of the doctor where the
20 man had a right ankle injury and then he turned around and had
21 a right foot injury is two separate injuries even though it's
22 the same foot.

23 MR. KING: I'd like to ask one more question. The
24 doctor that signed the certificate, is he the company's doctor
25 or the man's doctor?

26 MR. LEHMANN: This is the man's doctor.

1 MR. MURNIN: By the same token, on these other injuries
2 that he refers to the man was released by the insurance doctor
3 to return to work. So this has to be a new injury.

4 MR. LAWLOR: The dock foreman, if I understood him
5 correctly, says the man came to him both nights and says, "My
6 foot hurts again."

7 MR. REASONER: Yes, sir.

8 MR. LAWLOR: Did he distinguish on that one night from
9 the other that it was his heel as distinguished from the ankle?

10 MR. REASONER: No.

11 MR. MURNIN: Hearsay evidence.

12 CHAIRMAN McILVENNAN: Executive session.

13 (Executive session.)

14 MR. BATH: I move that the claim on 2/8/71 be denied.
15 The claim for 2/9/71 be upheld.

16 MR. SHEPHERD: Second the motion.

17 (Motion carried.)

18 CHAIRMAN McILVENNAN: The company pays the fee.

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1 CASE #5-71-6065 MAY 12 1971 3:15 P.M.
2 LOCAL 70, Oakland, California, and
3 CONSOLIDATED FREIGHTWAYS

4 MAIN COMMITTEE
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6 UNION COMMITTEE: EMPLOYER COMMITTEE:

7 GENE SHEPHERD
8 HARRY BATH
9 GEORGE KING

R. S. McILVENNAN, Chairman
CHUCK LAWLOR
GORDON KIRBY

10 APPEARANCES:

11 ALEX YBARROLAZA appeared on behalf of the Union.

12 JIM CAPUTO appeared on behalf of the Employer.
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14 CHAIRMAN McILVENNAN: All right. The union is the
15 moving party, so any time you're ready.

16 MR. YBARROLAZA: Do you want me to read the filing,
17 Mr. Chairman?

18 CHAIRMAN McILVENNAN: Well, whatever you want to do.
19 Put your facts on. That's the main thing.

20 MR. HINCHER: We've already got the filing.

21 MR. YBARROLAZA: On January the 15th -- well, actually
22 on January 14th 1971 the company became aware of a shipment that
23 was consigned to General Motors in Fremont from Davidson Motors
24 in Farmington, Indiana. It consisted of 4,500 pounds, approxi-
25 mately 72 pieces.

26 Instead of utilizing a Local 70 seniority employee to

1 deliver this freight the company subhauled this load out to an-
2 other carrier, which carrier came in at 6:00 o'clock in the
3 morning and picked up the freight and proceeded to deliver it to
4 General Motors.

5 During that period of time in January of this year
6 there were considerable people on layoff. It's our contention
7 that it was an illegal subcontracting of the load. At the very
8 least this load should have been handled by a seniority employee
9 of Consolidated Freightways. If they chose to give it to this
10 other carrier he should have at least delivered it to this other
11 carrier.

12 We have attempted to obtain a copy of the waybill.
13 I've sent a letter to the company and I have no response from it.

14 We'd like relief in the form of a day's pay plus the
15 two hours overtime for the senior employee laid off on that day.

16 That's our case, Mr. Chairman.

17 CHAIRMAN McILVENNAN: Why the two hours overtime?

18 MR. YBARROLAZA: There was a 6:00 a.m. start, involved
19 a 6:00 a.m. starting time.

20 CHAIRMAN McILVENNAN: OK. Let's hear from the company.

21 MR. CAPUTO: The facts as stated by Mr. Ybarrolaza are
22 basically correct. The company did not initiate this move to
23 Crescent Truck Lines. Previously, the day before, we had
24 received by phone call a request from the consignee to turn this
25 freight to Crescent Truck Lines in order to accomplish that
26 6:00 a.m. delivery. We at the time didn't question General

1 Motors or the reasoning behind it.

2 The original freight bill did not reflect that it was
3 to be on an interline basis. So we did abide by the consignee's
4 request and did in fact turn this shipment to Crescent that
5 morning. There was no division of revenue from the freight bill.
6 General Motors paid the full local to Crescent.

7 And it is the position of the company that all we did
8 was abide by the consignee's request. This would in turn be no
9 different than a consignee's will-call as far as our freight bill
10 is concerned. Our freight bill is signed clear by the driver
11 from Crescent Truck Lines and they in turn received a full local
12 from the consignee, which was General Motors. And I have a copy
13 of that.

14 We went and got a written copy of the request for
15 Crescent to pick up the shipment since the grievance was
16 initiated. And I have that for your review.

17 MR. SHEPHERD: But it was not routed Crescent?

18 MR. CAPUTO: It was not routed by the shipper via
19 Crescent. This was on the consignee's request at destination.

20 CHAIRMAN McILVENNAN: Is there some special reason
21 they had to do that that you are aware of?

22 MR. CAPUTO: I am not aware of it other than the 6:00
23 o'clock delivery. And I don't know if we advised them that we
24 could accomplish that 6:00 o'clock delivery or not. We didn't
25 really pursue it with this account into the whys or reasoning
26 behind their request.

1 CHAIRMAN McILVENNAN: Any questions by the panel?

2 Any further statements?

3 MR. HINCHER: Who is Crescent? A carrier under your
4 jurisdiction?

5 MR. YBARROLAZA: Crescent is, yes.

6 MR. LAWLOR: This would be Crescent in Local 70's
7 jurisdiction?

8 MR. YBARROLAZA: That's correct.

9 MR. KING: Do you know whether a Local 70 guy picked
10 up and delivered it or who delivered it?

11 MR. YBARROLAZA: I don't know who picked it up and
12 delivered it other than it was Crescent Truck Lines did it.

13 MR. LAWLOR: Do we know for a fact that it was even
14 delivered to General Motors or could it have been rediverted to
15 some other point?

16 MR. YBARROLAZA: Yes, it was delivered to General
17 Motors.

18 MR. KIRBY: The 70 man from Crescent though made the
19 pickup at Consolidated that morning?

20 MR. YBARROLAZA: I assume it was a Local 70 man. But
21 who exactly it was I don't know.

22 MR. CAPUTO: Mr. Chairman, if I may interject, just
23 to show that there was no subversion on the company's part, we
24 do run that Fremont-Milpitas area daily and we do almost daily
25 deliver at General Motors. We have enough freight daily that
26 we have a driver in there nearly every day.

1 But it was for this special delivery, which we didn't
2 pursue, that they requested Crescent pick it up, that we gave it
3 to them. This in reference to the day's pay is what I'm reflect-
4 ing on.

5 CHAIRMAN McILVENNAN: OK. That's it, I guess.

6 Executive session.

7 (Executive session.)

8 MR. BATH: Mr. Chairman, I move that the route man
9 be given 12 hours at time and a half.

10 MR. SHEPHERD: Second the motion.

11 (Motion carried.)

12 CHAIRMAN McILVENNAN: The company pays the fee.

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1 CASE #5-71-6066 MAY 12 1971 3:25 P.M.
2 LOCAL 70, Oakland, California, and
3 CONSOLIDATED FREIGHTWAYS

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5 MAIN COMMITTEE

6 UNION COMMITTEE: EMPLOYER COMMITTEE:

7 GENE SHEPHERD R. S. McILVENNAN, Chairman
8 HARRY BATH CHUCK LAWLOR
9 GEORGE KING GORDON KIRBY

10 APPEARANCES:

11 ALEX YBARROLAZA appeared on behalf of the Union.

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13 JIM CAPUTO appeared on behalf of the Employer.

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CHAIRMAN McILVENNAN: OK. Same committee.

The union is the moving party.

MR. YBARROLAZA: These three drivers that are involved in these three filings, the circumstances revolving around them are the same. And we have a case over here involving two violations of the contract: one, the seniority provisions of the contract which require that seniority be adhered to in higher-paid classification; and, two, the maintenance of standards.

The man with the least seniority of the three is Mr. Rakstad, who has over nine years with the company, during all of which time he has been paid at the doubles rate of pay.

Now, there is a unique situation at Consolidated that

1 exists where you have drivers that actually perform, drive heavy
2 duty, so to speak, and receive the doubles rate of pay. Well,
3 on around January of this year the company reduced these three
4 men's rate of pay. They continued doing exactly the same work
5 as they did in the past. And while their rate of pay was
6 reduced, there are several junior employees driving, just like
7 they are, that are receiving the doubles rate of pay.

8 So we are claiming that actually two violations exist
9 over here: one, a violation of their seniority; and, two, a
10 violation of their maintenance of standards. Their work has not
11 changed; their work has remained the same. But their established
12 rate of pay was summarily reduced to that of a heavy duty driver.

13 It's our contention that they should be returned back
14 to the doubles rate of pay which they enjoyed during all this
15 time.

16 CHAIRMAN McILVENNAN: Any questions at this point?

17 OK. The company.

18 MR. CAPUTO: To begin with, I think I better elaborate
19 a little bit on what Alex has said. At our terminal in Hayward
20 we have what we call a heavy duty classification which is a
21 doubles classification. These drivers are the drivers that pick
22 up and deliver our volume traffic, the freight that does not have
23 to go across the dock. They handle exclusively line haul
24 trailers and equipment.

25 Now, next to this classification we have what we call
26 our pickup and delivery drivers. These are the ones that handle

1 the ten, the fifteen, the twenty stops that physically cross the
2 dock. They do not get involved in any direct pickups as such.
3 So with our heavy duty drivers, they are bid and they are paid
4 the doubles rate because they handle the doubles.

5 Now, under the maintenance of standards that Alex has
6 mentioned, he referenced, there are probably four pickup and
7 delivery drivers that we have receiving the doubles rate. And
8 this is exactly what he has stated.

9 In Article 6, or maintenance of standards, where in the
10 past years these people had handled two city liner trailers,
11 which are small local trailers, but they would pull them in
12 doubles, combinations. Since then our volume has increased and
13 we now have more people into those routes where they formerly
14 pulled doubles. They are awarded the doubles rate.

15 So actually what he is asking is that we continue this
16 maintenance of standards to keep paying these people that formerly
17 pulled doubles, as they are reduced to a lower classification,
18 continue this. Well, these people were reduced from heavy duty
19 drivers to pickup and delivery drivers when we had an economic
20 layoff.

21 That basically is our case.

22 MR. KIRBY: Was seniority observed in their reduction?

23 MR. CAPUTO: Yes, seniority was observed.

24 MR. KIRBY: These were the bottom heavy duty?

25 MR. CAPUTO: These were the bottom heavy duty drivers
26 that were reduced to pickup and delivery drivers, correct.

1 MR. LAWLOR: One other question. When they were
2 receiving doubles pay they were performing that duty?

3 MR. CAPUTO: Yes, they were.

4 CHAIRMAN McILVENNAN: Somebody over here had a question.

5 MR. SHEPHERD: Go ahead.

6 MR. KING: The union says that is not so; he is shaking
7 his head.

8 MR. YBARROLAZA: Well, I would like to clarify a point
9 here. When you say was seniority adhered to, there's no such
10 animal as a heavy duty classification, so to speak. I mean, you
11 have to recognize seniority in a pay classification, is what our
12 argument is.

13 MR. BUNTE: Let me ask you a question. Are you claim-
14 ing that one of the heavy duty men that was brought back into
15 pickup, are you claiming, your seniority violation, that one of
16 these men they put at a pickup rate but he has more seniority
17 than one of the pickup men who has an Article 6 maintenance of
18 standards?

19 MR. YBARROLAZA: No. He was actually driving doubles.
20 One violation. The second violation is that they are still doing
21 exactly the same work as they did since the reduction.

22 MR. SHEPHERD: Even though they are on pickup, Alex,
23 or doing the same work, they're doing heavy duty work or doubles?

24 MR. YBARROLAZA: He has to see it to believe it.

25 They've got heavy duty drivers. They call them heavy duty and
26 they might on some occasions have a straight load. On other

1 occasions they might have eight or nine. But if they pull
2 certain volume, I guess, they fall in the heavy duty, and that
3 type of a slipshod type of thing.

4 CHAIRMAN McILVENNAN: As I understand, they had a
5 reduction in force and that reduction in force caused these men
6 to go into a pickup and delivery classification, so that they
7 obviously could not be doing the same work.

8 MR. SHEPHERD: What Alex is saying, if I follow him—
9 and maybe I'm wrong as hell—but even though the reduction came
10 and the guy went on the pickup and delivery, he likewise still
11 does the functions, if there's nothing doing at pickup, that he
12 normally did when he was reduced. Is that right? He does the
13 same work, maybe not all day, but he does it. Isn't that what
14 you say?

15 MR. YBARROLAZA: Right.

16 CHAIRMAN McILVENNAN: What do you say about that?

17 MR. CAPUTO: I'm saying that we have these four or
18 five drivers that are pickup and delivery drivers that handle
19 our city trailers that are under an Article 6 and they are
20 receiving doubles premium pay.

21 Now, if at any time another pickup and delivery driver
22 say, for a one-day period, should under the circumstances pull
23 doubles, he can so mark his timecard and will be paid the
24 doubles if he does that. But his normal rate of pay is not that

25 MR. SHEPHERD: Well, I understand that. But what he
26 is saying is that if he drives, for sake of argument, four hours

1 or five hours on pickup because of the reduction, he can just
2 as well that day drive heavy duty or the doubles. So all you're
3 paying him is really, other than the time worked, is the pickup
4 rate. Is that what you're saying or not? No?

5 MR. BUNTE: One question. He said that the heavy duty
6 was paid. Do you agree with that? And that everybody in the
7 heavy duty bid classification got doubles rate.

8 MR. YBARROLAZA: Through a certain amount of pressures
9 they have increased their, so to speak, heavy duty people. It
10 doesn't necessarily mean that a heavy duty driver does heavy duty
11 work. I'm sure Jim will agree.

12 MR. CAPUTO: Well, actually a heavy duty rate at our
13 terminal, or that classification, is the preferred work. And it
14 takes a senior employee to get it. They handle the single mark,
15 the volume mark. It's a little preferential work to the local
16 pickup and delivery of driving a route through the towns, et
17 cetera.

18 Now, when the economic layoff occurred we of course
19 laid off that personnel. To supplement those dock personnel
20 we reduced our next classification, which would be our pickup
21 and delivery drivers.

22 MR. KING: You put them on the dock?

23 MR. CAPUTO: So they come to the dock. Then to re-
24 supplement our pickup and delivery we went to the heavy duty and
25 reduced them to the pickup and delivery.

26 MR. KING: He don't agree. Is that what happened?

1 MR. YBARROLAZA: There has been a variance in the
2 number of employees that has been continuous. It's fluctuated
3 up and down. It did not occur concurrent with an economic lay-
4 off.

5 If you remember, Jim—I think it was during your
6 tenure there—that at the same time you mentioned that you
7 reduced people to the dock, well, that's not true. You've cut
8 your dock force from 12 people to 4. Remember, I was in there
9 arguing about a 20-year seniority man being moved that used to
10 be a dock man. It's not true.

11 MR. KIRBY: A question, Mr. Chairman.

12 Alex, you say in the contract you bid classifications
13 over at Consolidated, or did I misinterpret you?

14 MR. YBARROLAZA: How they arrived at the number of
15 people in this so-called heavy duty classification was through
16 pressures probably applied throughout a period of time in that
17 they're claiming, "Well, it's heavy duty; come on, give us an-
18 other heavy duty rate of pay." You know, that type of thing.
19 And it's built up to 14.

20 MR. KIRBY: My question to you, Alex, you said you bid
21 classifications over at Consolidated. Now, have you bid classi-
22 fications over at Consolidated?

23 MR. YBARROLAZA: No, we have not.

24 MR. KIRBY: You haven't complied with the bidding pro-
25 cedure of Section 7 of the Joint Council 7 Agreement?

26 MR. YBARROLAZA: I might point out that this grievance

1 was filed prior to the one that you're making reference to where
2 the panel directed—

3 MR. KIRBY: Well, have you complied with the panel's
4 decision, Joint Council 7's panel decision, to bid your classi-
5 fications in accordance with the contract?

6 MR. YBARROLAZA: I really feel that that's a separate
7 argument and it is besides the point in this particular case.
8 The grievance was filed for the date of incident. The date of
9 incident was prior to any panel decision on that.

10 MR. KIRBY: This was prior to the JC 7. And you
11 haven't complied with JC 7. Is that what you're telling me?

12 MR. YBARROLAZA: That's on another case.

13 MR. KIRBY: Has the company made a posting of its
14 classifications?

15 MR. CAPUTO: No, they haven't, Gordon.

16 MR. KIRBY: Why not?

17 MR. CAPUTO: This is a current working agreement with
18 the Local. It hasn't as of yet caused any problems to the com-
19 pany with the exception of these—

20 MR. KIRBY: You've got a problem right now.

21 MR. CAPUTO: That's correct.

22 CHAIRMAN McILVENNAN: Off the record.

23 (Remarks outside the record.)

24 CHAIRMAN McILVENNAN: Executive session.

25 MR. KIRBY: I'd like to make a motion that the union
26 and the company be instructed to comply with Article 41,

1 Section 7, of the Joint Council 7 Local Pickup and Delivery
2 Supplemental Agreement, and the money claim is denied.

3 MR. LAWLOR: Second the motion.

4 (Motion carried.)

5 CHAIRMAN McILVENNAN: The union pays the fee.

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1 CASE #5-71-6085 MAY 12 1971 3:45 P.M.
2 LOCAL 287, San Jose, California, and
3 PACIFIC MOTOR TRUCKING

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5 MAIN COMMITTEE

6 UNION COMMITTEE: EMPLOYER COMMITTEE:

7 GENE SHEPHERD R. S. McILVENNAN, Chairman
HARRY BATH CHUCK LAWLOR
8 GEORGE KING GORDON KIRBY

9 APPEARANCES:

10 PETE CANCELLA appeared on behalf of the Union.

11 ART CONNORS appeared on behalf of the Employer.

12

— — —

14 CHAIRMAN McILVENNAN: All right. Same committee. Page
15 254. 287 and PMT.

16 The union will go first.

17 MR. CANCELLA: This is a case involving bidding
18 doubles and singles. PMT bids five sets of doubles and "X"
19 amount of heavy duty men. 8:00 o'clock in the morning they dis-
20 patch three doubles and then they dispatch two of the doubles
21 bid men on heavy duty work and then take two heavy duty men and
22 dispatch them on doubles.

23 I say if the company wants to utilize seven sets of
24 doubles every day then they should put up seven bids or let the
25 people go out at 8:00 o'clock on their respective bids.

26 The reason why they're doing this is because one man

1 that they sent out with a singles who is on doubles bid returned
2 back to the terminal around 12:00 o'clock, and then at 1:00
3 o'clock he's dispatched with a set of doubles out to Milpitas.
4 I feel that if a man is bid on doubles that he should go out at
5 8:00 o'clock on his rightful bid. Otherwise what's the use of
6 having any bids?

7 CHAIRMAN McILVENNAN: Let's hear from the company.

8 MR. CONNORS: This particular man involved is a bid
9 double man. And as Pete said, we have a regular assigned route
10 that he comes back into the dock about 10:30, 11:00 o'clock and
11 loads his equipment and goes out double to serve this area.

12 At 8:00 o'clock we had this particular day five sets
13 of doubles come in. In order to protect the man's 10:00 o'clock
14 departure from the terminal we didn't give him a set of doubles
15 because we knew he wouldn't be back in time to go out at 10:30.
16 We gave the next senior heavy duty bid man the doubles, paying
17 him the double rate of pay.

18 I don't know anything that prohibits us from upping a
19 man in classification so long as the rate of pay is proper.

20 MR. LAWLOR: Do you have seven doubles jobs every day?

21 MR. CONNORS: No. We have five bids and they're not
22 every day, no.

23 MR. KING: Would you preclude—I assume, I guess it's
24 so—that this particular man that you save every day for 10:00
25 o'clock to make this special run in Milpitas does a good job on
26 this run or he's wanted on this run. Right?

1 MR. CONNORS: Yes.

2 MR. KING: Now what I'm saying is, you pay him every
3 day the doubles rate even though he don't go out at 8:00 o'clock.
4 But would you preclude him from making premium pay before 8:00
5 o'clock to save him for 10:00? Would you do that?

6 In other words, what I'm saying is you got five heavy
7 duty men bid. And you got work tomorrow morning for all five
8 doubles men at 7:00 o'clock in the morning, which means all of
9 them are going to get time and a half before 8:00 o'clock. Right?

10 Now, would you preclude this man going out at 7:00
11 o'clock in the morning and not earning that time and a half if
12 he couldn't get back by 10:00 o'clock or would you pay him?

13 MR. CONNORS: We have an early-start list posted. If
14 he had signed up for this early start he would come in on the
15 early start.

16 MR. KING: Well, suppose you had five loads. Don't
17 you take the five doubles men and send them out early before?

18 MR. CONNORS: If they had signed an early-start list.

19 MR. KING: Oh, you got a list. All right.

20 MR. KIRBY: But the question is, you wouldn't deny
21 this man the right to come in on his seniority?

22 MR. CONNORS: Not if he had signed for it, no.

23 CHAIRMAN McILVENNAN: Executive session.

24 (Executive session.)

25 MR. KIRBY: I make a motion the claim of the union be
26 denied.

MR. LAWLOR: Second the motion.
(Motion carried.)

CHAIRMAN McILVENNAN: The union pays the fee.

1 CASE #5-71-6074 MAY 12 1971 3:55 P.M.
2 LOCAL 70, Oakland, California, and
3 SHIPPERS ENCINAL

4
5 MAIN COMMITTEE

6 UNION COMMITTEE: EMPLOYER COMMITTEE:

7 GENE SHEPHERD R. S. McILVENNAN, Chairman
8 HARRY BATH CHUCK LAWLOR
9 GEORGE KING GORDON KIRBY

10 APPEARANCES:

11 DICK SARMENTO appeared on behalf of the Union.

12
13 PAT BROSNAH appeared on behalf of the Employer.

14 CHAIRMAN McILVENNAN: 70 and Shippers Encinal.

15 All right. Apparently this case is before us on a
16 deadlock from the Joint Council 7 on the issue of whether the
17 case was properly before the committee or not. Apparently that
18 is the issue we are here to decide and not the merits. It was
19 not heard on the merits down there.

20 MR. KIRBY: May I speak on this?

21 CHAIRMAN McILVENNAN: Yes.

22 MR. KIRBY: Dick I think was there at the local level,
23 and so was Pat Brosnan. The Joint Council 7 Labor-Management
24 Committee for some years now has moved every local filing, to my
25 knowledge, that involves a line operation when a local man was
26 filing against a line driver, or a short line driver, they have

1 moved that case to be heard on its merits over to the California
2 Bay Area Committee. It has been moved over there from the stand-
3 point that then the line local would also be present and could
4 represent itself. I would think that would be the basic theory
5 behind that type of move.

6 That was attempted in this case. And of course, it
7 didn't get over there; it got up here. And, Dick, you can cor-
8 rect me if I am wrong. Is that the reason?

9 MR. SARMENTO: That's the theory of the case. But the
10 theory of the local union which involve, sometime get involve-
11 ment over line work. I want the committee to realize that we
12 don't sit in the Bay Area Grievance Committee. And we feel when
13 the local union files a grievance against an individual company
14 we are bound under the Joint Council grievance procedure. And
15 we feel that that grievance should be heard in that committee.

16 If the line driver files a grievance pertaining to
17 local work involved or similar to this type of a grievance, they
18 don't divert that grievance to the Joint Council; they hear it
19 in the Bay Area grievance.

20 So we feel we should have a right when we file a
21 grievance to be heard at the Joint Council level and a ruling
22 should be made there.

23 MR. HINCHER: Gordon, have other 70 cases been moved
24 into the California Bay Committee?

25 MR. KIRBY: Yes. Every one.

26 MR. WYKOFF: All cases pertaining to O-T-R.

1 MR. KING: But there is a difference though. What
2 company is this? Where did it haul the load?

3 MR. KIRBY: This is Encinal going to Sacramento.

4 MR. KING: Encinal Terminals going to Sacramento.

5 Encinal Terminals has a Road Agreement with 468, and that there-
6 fore if there's a claim of jurisdiction, this is why they sent
7 it over there.

8 MR. SARMENTO: Well, George, it goes a little deeper.
9 It's what you call a split barn operation which the company
10 requires from both local unions.

11 MR. KING: I understand a split barn operation; I put
12 it in effect.

13 MR. SARMENTO: Right.

14 MR. KING: Now, if there is a claim and 70's man
15 should have hauled it, then the split barn thing should be
16 brought up, then that committee over there should decide whether
17 the 70 man should have hauled it or the Sacramento man.

18 MR. SARMENTO: That's what we ask them.

19 MR. KING: But that is where it should go.

20 MR. HINCHER: You mean the California Bay Committee,
21 George?

22 MR. KING: Right. Because this was Hoffa's ruling.
23 This goes back to Hoffa, when the Joint Council 7 didn't want
24 their identity taken away. It was a separate identity. Hoffa
25 assured them they wouldn't lose any jurisdiction by getting into
26 the Master Agreement the first time. And any grievance that

1 would come up that involved the road, the over-the-road and
2 Joint Council 7 and it was a question of who should have hauled
3 it, it went to the Bay Area Committee. I don't think you've
4 ever heard a case in Joint Council 7.

5 MR. SARMENTO: I agree with you, we didn't. But this
6 case, or some of the cases, especially on a split barn, all 468
7 people were working so they have no claim at this point even
8 though—

9 MR. KING: Wait a minute. Go off the record.

10 (Remarks outside the record.)

11 CHAIRMAN McILVENNAN: Executive session.

12 (Executive session.)

13 MR. KIRBY: I make a motion that the case be referred
14 to the California Bay Area Committee to be heard on its merits.
15 In the future claims involving line drivers and local drivers
16 shall be submitted to the California Bay Area Committee.

17 MR. LAWLOR: Second the motion.

18 (Motion carried.)

19 CHAIRMAN McILVENNAN: No fee in this case.

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MINUTES OF MEETING

UNION REPRESENTATIVES OF THE JWAC COMMITTEE

AND

REPRESENTATIVES OF LOCAL UNIONS

MAY 10-11-12-13-14, 1971

DEL WEBB'S TOWNE HOUSE

SAN FRANCISCO, CALIFORNIA

* * * * *

The meeting was called to order at 9:00 A. M., Monday, May 10, 1971 by Verne Milton.

1. Roll Call of the Union members of the Joint Western Area Committee showed the following members present:

Verne Milton	Harry Marshall
Bob Rampy	George Rohrer
Jim Easley	Jack Alexander
Gene Shepherd	Harry Kachadoorian
Al Winters	Art Hardy
Harold Reynolds	Harry Bath
Bob Porter	Horace Manning
George King	Glen Jones
	Cecil Sainsbury
	Mike Olds

2. The Minutes of the meeting of the Union members of the JWAC and Local Union Representatives held on Monday, February 8, 1971 were approved as mailed.

3. In addition to those members of the committee listed above, the following representatives of Local Unions, etc. were present in the meeting:

Gene Bedford - Local 692	Vince Aloise - Local 315
Bill Martin - Local 741	Jess Arnold - Local 81
Dan Flanigan - Local 85	Weldon Wirt - Local 208
John LeFlore - Local 357	Bert Fenton - Local 741
Frank Wilson - Local 467	Frank Bushnell - Local 17
Howard Rush - Local 150	Jack Mery - Local 381
Cliff Reed - Local 670	Bill Williams - Local 81
Dewey Doss - Local 983	Al Tercheria - Local 468
Billy Rodgers - Local 70	Manny Joseph - Local 468
Dick Sarmento - Local 70	Bill Davis - Local 692
Joe Arino - Local 70	Joe Davis - Local 315
L. E. Olds - Local 690	Joe Morrill - Joint Council #38
Carl Bates - Local 208	Jack Crotty - Southern Calif. JSC
B. W. Volkoff - Local 357	John Murnin - Local 85
Jerry Lavell - Local 741	Chuck Schadler - Local 17
Cecil Tobin - Local 150	Jim Donahue - Local 396
Bill Dixon - Local 439	Ken Gaddis - Local 235
Vern Cameron - Local 222	Ed Painter - Local 70
Leonard Andrade - Local 224	

4. The following committees were then named by the Chairman for the hearing of cases on the Joint Agenda:

MAIN COMMITTEE: (O-T-R)

Joe Diviny - Chairman
Harry Bath
Al Winters

Verne Milton
Gene Shepherd
Jack Alexander

Ernie Hincher - Secretary
Joe Davis - Sgt-at-Arms

SUB-COMMITTEE - LOCAL OPERATIONS:

George Rohrer
Art Hardy
Harry Marshall
Jim Easley
Mike Olds
Harold Reynolds

Jack Crotty - Secretary

Herb Helmers - Sgt-at-Arms

CHANGE OF OPERATIONS COMMITTEE:

Robert Rampy
Glen Jones
Robert Shaw
Harry Kachadoorian
Horace Manning
Nobby Miller
Cecil Sainsbury
Bob Porter

Joe Morrill - Secretary

Hugo Wagner - Sgt-at-Arms

5. Powers of Attorney approved by the division (See attached).
6. Standard Contract Participation approved by the division (See attached).
7. "Me Too" Agreements (See attached).
8. ADJOURNMENT.

STANDARD CONTRACT PARTICIPATION

(JWAC - MAY, 1971)

Ace City Delivery and Local No. 208. National Master and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD March 23, 1971.

Air-Land Transport and Local No. 741. National Master and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD February 8, 1971.

Almac System Transport and Local No. 208. National Master and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD April 6, 1971.

American Transportation and Local No. 208. National Master and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD March 23, 1971.

B-Line Transport, Inc. and Local No. 741. National Master and WSA Over the Road, and WSA Pickup & Delivery Supplemental Agreements. Approved WMFD April 14, 1971.

Buchanan Auto Freight and Local No. 741. National Master and WSA Over the Road and WSA Pickup & Delivery Supplemental Agreements. Approved WMFD February 8, 1971.

H. G. Chaffee Co. and Local No. 208. National Master and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD February 16, 1971.

Christy Truck Lines and Local No. 208. National Master and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD March 23, 1971.

Corky's Transfer and Local No. 208. National Master and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD April 14, 1971.

Delliplaine Truck Co., Inc. and Local No. 208. National Master and WSA Pickup and Delivery Supplemental Agreement. Approved WMFD March 23, 1971.

D. L. Duckey Auto Freight and Local No. 741. National Master and WSA Pickup & Delivery and WSA Over the Road Supplemental Agreements. Approved WMFD February 16, 1971.

Embee Trucking Co., Inc. and Local No. 208. National Master and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD February 16, 1971.

F & Q Trucking and Local No. 208. National Master and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD March 23, 1971.

Fedderly Marion Freight and Local No. 741. Western Master and Washington and Northern Idaho Bulk Commodities Supplemental Agreement. Approved WMFD April 14, 1971.

Glass Transport Co. and Local No. 208. National Master and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD February 8, 1971.

Harms Pacific Transport, Inc. and Local 741. Western Master and Washington and Northern Idaho Bulk Commodities Supplemental Agreement. Approved WMFD February 16, 1971.

B. W. Hodge Transportation, Inc. and Local No. 208. National Master and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD February 16, 1971.

Kerner Trucking and Local No. 208. National Master and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD March 23, 1971.

Kings County Truck Lines and Local No. 208. National Master and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD February 16, 1971.

Lade Trucking Service and Local No. 208. National Master and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD April 6, 1971.

La Torette Trucking and Local No. 208. National Master and WSA Pickup and Delivery Supplemental Agreement. Approved WMFD February 8, 1971.

L & L Express and Local No. 208. National Master and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD March 23, 1971.

Standard Contract Participation (continued)

Machinery Transfer, Inc. and Local No. 208. National Master and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD February 8, 1971.

Major Truck Lines and Local 208. National Master and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD March 23, 1971.

Merit Trucking Co. and Local No. 208. National Master and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD March 23, 1971.

Metropolitan Warehouse Co. and Local 208. National Master and WSA Pickup & Delivery and Office Supplemental Agreements. Approved March 23, 1971.

Northern Freight Lines and Local No. 741. WSA Master and Washington & Northern Idaho Bulk Commodities Supplemental Agreement. Approved WMFD April 6, 1971.

O K Transfer Co. and Local No. 208. National Master and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD March 23, 1971.

Olympic Film Service and Local No. 741. National Master and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD April 6, 1971.

Pacific Oxygen and Local No. 208. National Master and WSA Pickup & Delivery Supplemental Agreement. Approved March 23, 1971.

P C P Transportation Co. and Local No. 104. National Master and WSA Pickup & Delivery and WSA Over the Road Supplemental Agreements. Approved WMFD April 30, 1971.

Petrolane Northwest Supply and Local No. 741. WSA Master and Washington and Northern Idaho Bulk Commodities Supplemental Agreement. Approved WMFD April 6, 1971.

Pozas Bros. Trucking and Local No. 208. National Master and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD March 23, 1971.

Puget Sound Trucking Co. and Local No. 741. National Master and WSA Pickup & Delivery and WSA Over the Road Supplemental Agreements. Approved WMFD April 6, 1971.

Quikway Trucking Co. and Local No. 208. National Master and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD March 23, 1971.

Roywill Transportation and Local No. 208. National Master and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD April 6, 1971.

Salt Creek Freightways and Local No. 190. National Master and WSA Over the Road, and WSA Pickup & Delivery Supplemental Agreements. Approved February 8, 1971.

Service Truck Co. and Local No. 208. National Master and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD February 16, 1971.

Silvey Transportation and Local No. 208. National Master and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD March 23, 1971.

Smith Pipe & Steel Co. and Local No. 104. National Master and WSA Over the Road Supplemental Agreement. Approved April 30, 1971.

Southland Freight Service and Local 208. National Master and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD February 8, 1971.

States Warehouse, Inc. and Local 208. National Master and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD March 23, 1971.

Sumner and Sons Transport, Inc. and Local No. 208. National Master and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD March 23, 1971.

Superior Express and Local No. 208. National Master and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD February 16, 1971.

System Transport and Local No. 208. National Master and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD February 8, 1971.

Standard Contract Participation (continued)

Tikker Trucking and Local No. 208. National Master and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD April 6, 1971.

United Trucking Co. and Local 208. National Master and WSA Pickup & Delivery Supplemental Agreement. Approved WMFD February 16, 1971.

Van Ward Services and Local No. 104. National Master and WSA Over the Road Supplemental Agreement. Approved WMFD April 30, 1971.

Western Tank Lines, Inc. and Local No. 741. WSA Master and Washington & Northern Idaho Bulk Commodities Supplemental Agreement. Approved WMFD February 16, 1971.

THE FOLLOWING POWERS OF ATTORNEY
HAVE BEEN APPROVED BY THE
WESTERN MASTER FREIGHT DIVISION
(JWAC - MAY, 1971)

Crowson Transportation Co. - National Master Freight Agreement and WSA Pickup & Delivery Supplemental Agreement. Concurrence from Local No. 208 on February 19, 1971. Approved WMFD March 8, 1971.

Crowson Transportation Co. - National Master Freight Agreement and WSA Pickup & Delivery, WSA Over the Road Supplemental Agreements. Concurrence from Local No. 224 March 26, 1971. Approved WMFD March 31, 1971.

Di Salvo Trucking Co. - National Master Freight Agreement and WSA Office Supplement. Concurrence from Local 439 on March 10, 1971. Approved WMFD March 23, 1971.

Lang Transportation Corp. - WSA Master Agreement and California-Arizona-Nevada Transport Tank Supplemental Agreement. Concurrence from Local No. 224 on March 23, 1971. Approved WMFD March 31, 1971.

Lang Transportation Corp. - WSA Master Agreement and California-Arizona-Nevada Transport Tank Supplemental Agreement. Concurrence from Local 235 on April 5, 1971. Approved WMFD April 14, 1971.

O K Transfer Co. - National Master Freight Agreement and WSA Pickup & Delivery Supplemental Agreement. Concurrence from Local No. 208 on March 23, 1971. Approved WMFD March 31, 1971.

Raul's Trucking Service - WSA Master Agreement and Heavy Specialized & Oilfield Supplemental Wage Agreement. Concurrence from Local No. 208 on April 20, 1971. Approved WMFD April 30, 1971.

R-B Corp. (Dba Commercial Transfer Co.) - National Master Freight Agreement and WSA Pickup & Delivery Supplemental Agreement. Concurrence from Local No. 208 on April 6, 1971. Approved WMFD April 14, 1971.

Sheldon Oil Co. - WSA Master Agreement and California-Arizona-Nevada Transport Tank Supplement. Concurrence from Local 315 on April 21, 1971. Approved WMFD April 30, 1971

STANDARD CONTRACT PARTICIPATION

THE FOLLOWING PARTIES HAVE ENTERED INTO "ME-TOO" AGREEMENTS

(JWAC - May, 1971)

B-Line Transport Co. and Local Union No. 81. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD February 16, 1971.

Bloomquist Truck Lines and Local Union No. 81. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD February 16, 1971.

Hayes Truck Lines, Inc. and Local Union No. 81. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD February 16, 1971.

Interstate Five Freightlines, Inc. and Local Union No. 81. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD February 16, 1971.

Leighty Truck Line, Inc. and Local Union No. 81. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD February 16, 1971.

McBreen Trucking, Inc. and Local Union No. 81. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD February 16, 1971.

Puget Sound Truck Lines, Inc. and Local Union No. 81. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD February 16, 1971.

Risberg's Truck Line and Local Union No. 81. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD February 16, 1971.

States Warehouse, Inc. and Local Union No. 357. National Master Freight Agreement and Applicable Supplements thereto. Approved WMFD February 16, 1971.

1 CASE #5-71-5899

MAY 13 1971

2:12 p.m.

2 ILLINOIS-CALIFORNIA EXPRESS, INC., and

3 LOCAL 70, Oakland, California;
4 LOCAL 78, Oakland, California;
4 LOCAL 287, San Jose, California;
5 LOCAL 856, San Francisco, California.6 CHANGE OF OPERATIONS COMMITTEE

7 UNION PANEL:

8 EMPLOYER PANEL:

9 ROBERT RAMPY
8 GLENN JONES
7 ROBERT PORTERNATHAN J. FULLMER, Chairman
LARRY JONES
H. E. MELTON

10 APPEARANCES:

11 R. S. McILVENNAN and ORVAL JAMES appeared on behalf
12 of the employer.

13 DICK SARMENTO appeared on behalf of Local 70.

14 PETE CANCELLA appeared on behalf of Local 287.

15 CHAIRMAN FULLMER: On the record in case 5-71-5899:

16
17 Illinois-California Express, Inc.; Local 70, Oakland;
18 Local 78, Oakland; Local 287, San Jose; Local 856, San
19 Francisco.

20 The Employer Panel is Fullmer, Jones and Melton.

21 MR. RAMPY: The Union Panel is RAMPY, JONES and PORTER.

22 CHAIRMAN FULLMER: Will the parties state their appear-
23 ances for the record.

24 For the company?

25 MR. McILVENNAN: R. S. McIlvennan and Orval James.

1 CHAIRMAN FULLMER: Local 70?

2 MR. SARMENTO: Dick Sarmento.

3 CHAIRMAN FULLMER: Local 78?

4 [No response.]

5 CHAIRMAN FULLMER: Let the record show no appearance.

6 Local 287?

7 MR. CANCILLA: Pete Cancilla.

8 CHAIRMAN FULLMER: Local 856?

9 [No response.]

10 CHAIRMAN FULLMER: Let the record show no appearance.

11 Is Local 70 protesting?

12 MR. SARMENTO: No protest.

13 CHAIRMAN FULLMER: Local 287?

14 MR. CANCILLA: No protest.

15 CHAIRMAN FULLMER: All right. Stew?

16 MR. McILVENNAN: All right. ICX is building a new terminal

17 in Hayward, California and will be closing its terminals that

18 it is now leasing in San Jose and in Oakland.

19 At the present time our San Jose terminal has, I believe,

20 seven pickup and delivery dock employees and two office employ-

21 ees; and we have in Oakland 29 pickup and delivery and dock

22 employees and eight office employees and one service employee.

23 It is our proposal that when the new terminal is opened,

24 that we close our San Jose and Oakland terminals and transfer

25 this work to our new terminal in Hayward when it is completed.

26 We propose that these closings be done in accordance with

1 the National Master Freight Agreement under Article 8(e) and
2 under Article 5 Section 5(b)(2).

3 I am providing here at the present time a seniority list
4 of the terminals involved in these two closings.

5 It is the company's suggestion that the San Jose and
6 Oakland active pickup and delivery and dock men be dovetailed
7 with full seniority for all purposes in accordance with the
8 National Master Freight Agreement.

9 While I am submitting the seniority lists at the present
10 time, I would like to point out that the closing and the
11 transfer of the work probably will not be accomplished until
12 August or September, when the new terminal is open. But I
13 would propose that, whatever the active seniority lists are,
14 the people on the lists at that time be dovetailed.

15 CHAIRMAN FULLMER: Let me interrupt you.

16 MR. McILVENNAN: Yes.

17 CHAIRMAN FULLMER: You are saying that while the applica-
18 ble principles of seniority to be applied are to be determined
19 at this hearing, actually in effect the physical dovetailing
20 be determined based upon active or layoff as of the time it
21 is made effective. Is that right?

22 MR. McILVENNAN: Yes. Right.

23 CHAIRMAN FULLMER: All right.

24 MR. McILVENNAN: I think that completes my case.

25 CHAIRMAN FULLMER: Do the Panel members have any questions
26 of the company?

1 [No response.]

2 CHAIRMAN FULLMER: Local 70, do you have anything for the
3 record?

4 MR. SARMENTO: No. He covered it by the seniority lists.

5 CHAIRMAN FULLMER: Local 287?

6 MR. CANCELLA: No. With only one exception. He read into
7 it that dovetailing as of September or August for the people
8 that are on the payroll at that time.

9 My question is: Do they think that they will be cutting
10 their board any more than they have as of now?

11 MR. McILVENNAN: No. There is no intention to change
12 anything. It is just the fact that I wanted to get this
13 approved and the seniority question clarified at this hearing
14 so that when the terminal is opened we are ready to go and we
15 don't have to do it retroactively.

16 We don't contemplate making any changes.

17 MR. CANCELLA: All right.

18 CHAIRMAN FULLMER: Any other questions?

19 MR. CANCELLA: No.

20 CHAIRMAN FULLMER: Do the Panel members have any ques-
21 tions of any of the parties?

22 [No response.]

23 CHAIRMAN FULLMER: Executive session.

24 [Executive session.]

25 MR. GLENN JONES: I move [that the change be approved as
26 clarified on the record.]

1 MR. MELTON: Second the motion.

2 CHAIRMAN FULLMER: All in favor say "Aye."

3 Opposed?

4 The motion is carried.

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MINUTES OF MEETING

JOINT WESTERN AREA COMMITTEE

MAY 10-11-12-13-14, 1971

DEL WEBB'S TOWNE HOUSE

SAN FRANCISCO, CALIFORNIA

* * * * *

The Joint Western Area Committee convened at 10:00 A.M., Monday, May 10, 1971, at Del Webb's Towne House in a joint session of the Full Committee of both Employer and Union Representatives.

Under the rotating Chairmanship rule of the committee, the Employers named as Chairman of the Joint Committee, Mr. R. S. McIlvannan.

1. The Minutes of the previous meeting of the Joint Western Area Committee in the sessions of February 8-9-10-11-12, 1971, were approved as distributed.
2. Discussion of cases filed after the deadline date.
3. The May, 1971 Agenda was approved as revised.
4. It was moved, seconded, and carried, that the Committee for Local Operations would hear discharge and warning letter cases referred to them by the Main Committee, with the authority to act on these cases in the capacity of the Main Committee.
5. It was moved, seconded, and carried, that the Joint Council #7 cases be heard by the Main Committee for this session.
6. The Union named Nobby Miller to replace Harvey Killman on the Joint Western Area Committee.
7. The California Bay Area Committee Rules of Procedure were approved as amended.
8. CORRECTION IN MAY, 1971 TRANSCRIPT: The decision in Case #5-71-6065 - Local 70 vs Consolidated Freightways reads as follows in the transcript: "That the route man be given 12 hours at time and a half." The correct motion should read: "That the route man be given 2 hours at time and a half."
9. ADJOURNMENT.

NOTE:

THE AUGUST, 1971 MEETING OF THE JWAC WILL BE HELD AT DEL WEBB'S

TOWNE HOUSE - MARKET & 8TH -- SAN FRANCISCO.

STARTING THE WEEK OF AUGUST 9TH THROUGH 13TH

MULTI-CONFERENCE CHANGE OF OPERATIONS

MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.
* * * * *

Case #
MC-CO-23-11/70

RINGSBY SYSTEM

Multi-
Conference

Locals involved: 41, Kansas City, Missouri
534, Sedalia, Missouri

Change of
Operations

PRESENT OPERATION:

In November, 1970, the Company was granted a change to go from a sleeper operation to a single man operation. We based drivers in Kansas City and Chillicothe, Missouri as a part of this change. The Kansas City drivers run to Liberal and Goodland, Kansas, St. Louis, Missouri and Chillicothe, Missouri. The Chillicothe drivers run to Chillicothe and Atwood, Kansas.

PROPOSED CHANGE:

Due to the magnitude of the November change, wherein we changed a complete Ringsby Truck Line from a sleeper operation to a single man division operation, there were certain mistakes made as well as miscalculations as to the number of drivers required at any given point, and ask for an extension to the November Change of Operations.

We propose to domicile the Chillicothe drivers into Kansas City and have drivers at this point run direct to Chillicothe, run St. Louis on a turn, and run Liberal and Goodland, Kansas.

DECISION: (Multi-Conference Change of Operations - Transcript Pgs. 41-47/5-12-71)
M/m/s/c/ that it be approved as clarified on the record.

Case #
MC-CO-23-11/70

Local 224, Los Angeles, California

Clarification

Local 224 requests a clarification and interpretation of the Change of Operations Case MC-CO-23-11/70.

DISPOSITION:

Withdrawn.

MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.
* * * * *

Case #
MC-CO-26-11/70

Local 690, Spokane, Washington
Local 741, Seattle, Washington
Local 468, Oakland, California
Local 492, Albuquerque, New Mexico, Local 222, Salt Lake City

Multi-
Conference

Company involved: Consolidated Freightways

Change of
Operations

Local 690 requests a clarification of the seniority of the members of Local 690 employed by Consolidated Freightways on their line operation at Spokane, Washington.

Clarification

Under the decision of Case #MC-CO-26-11/70, 23 drivers were moved into Seattle on the Consolidated Freight line drivers board while 5 men were on layoff who are still on layoff. Also, the bottom men on the board are not working steady.

Local 741 requests the Change of Operations Committee adjust this unfair situation by returning the bottom men who moved into Seattle and allowing transfers from the Seattle board into other terminals where drivers are needed and dovetail them with their full seniority.

Infraction of Article 5, Section 6, of the Western Master Freight Agreement in names of Dale L. Grubb, John O. Stevens, Burl B. Lee and Max Geiger.

Glenn Jones, for the Union, stated that Mr. McCorkle is protesting his April 10, 1956 line seniority date and claims it should be April 8, 1956. Mr. McCorkle transferred from Chicago to Albuquerque on a Change of Operations. At that time, he protested his line seniority date but no action was taken.

Mr. McCorkle appeared in his own behalf and stated he made his first line run from Chicago to Saginaw, Michigan on April 8, 1956. The first seniority posting in Chicago was April 8, 1956, but nine months later Consolidated posted the line seniority date as April 10, 1956.

DECISION: (Multi-Conference Change of Operations Committee - Transcript Pgs. 1-40/
(5 - 12 - 71)

M/m/s/c/ with regard to the requested clarification by Local 492, it is the determination of this committee that Mr. McCorkle's correct seniority date is April 8th, 1956.

M/m/s/c/ in answer to the clarification requested by Local 222, the clarification of the 120-day rule, if a man had to move to continue to work he has a right for a period of 120 days to return to his original home terminal ahead of a junior man who took a layoff or a new hire; but if he had sufficient seniority to remain working at his original terminal, he has no right to return under the 120 days.

M/m/s/c/ in answer to the request for clarification posed by Local 690, the Multi-Conference Change of Operations Committee has heard the grievances of Henry Frenger, who was redomiciled at Spokane from Oakland, California and is enjoying the date of 2-14-64, the same date that he had at Oakland for layoff of his line seniority; James A. Smith, seniority date of 7-8-63, which he now enjoys at Spokane, under the change was the same layoff date he enjoyed at Oakland; the same seniority date on Charles Oaks, which is the same he had in Oakland for layoff; Stanley Harris, seniority date of 3-6-64 is the correct date in Spokane. It is the same date as he enjoyed in Oakland, California for layoff. Keith L. Huke, seniority date of 5-14-60, which is the same date he held at Oakland, California for layoff; Louis C. Cornelius, seniority date of 7-3-64 in Spokane, which is the same date he held in Oakland for layoff.

These seniority dates are proper under the Change of Operations.

(Continued on Following Page)

MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.

* * * * *

Case #
MC-CO-26-11/70

Consolidated Freightways

M/m/s/c/ in the case of Herman Esveld, grievance was heard as to his seniority date where he enjoyed a date of 1-14-63 in Oakland, which he now enjoys in Spokane, and the facts in his case were ruled on by the local practice. He was a road driver and he left the road and went into the city at the bottom of the seniority list and started building seniority. He remained there for some time and then later decided to go back on the road and went to the bottom and started building a new road seniority date of 1-14-63. And this was a voluntary movement by the man, and it is the motion of this committee that the man's seniority date was proper based under the contract and the Local Union's rules at the time he made the change.

M/m/s/c/ in answer to the request for clarification posed by Local 468, the committee ratify and reaffirm its decision in November of 1970 and the further decisions made in February of 1971. The Company has complied with those decisions and that the seniority dates of drivers Grubb, Stevens, Lee and Geiger are correctly shown on the Company's current seniority roster.

The committee has reviewed a problem which arose as a result of the Company moving drivers to Spokane pursuant to the decision of the committee in November in excess of the number of drivers which could be utilized resulting in a layoff situation at Spokane.

The Local Unions involved and the Company met in March of 1971 and reviewed this matter and reached a tentative agreement at that time pursuant to which three drivers were transferred to Billings and three drivers to North Platte on a temporary basis pending the reconvening of the Multi-Conference Committee which made the decision last November.

This committee having reconvened and discussed the problem has now made a determination.

M/m/s/c/ that the three drivers that redomiciled from Spokane to Billings be dovetailed with their full unbroken line seniority. The same will apply to the three drivers who redomiciled from Spokane to North Platte, Nebraska. They will also be dovetailed with their full unbroken Company line seniority and the Company will move them to those domiciles.

CHANGE OF OPERATIONS

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon
2-8-3508

Change of Company involved: Nehalem Valley Motor Freight
Operations

Clarification The Union contends that Nehelem Valley Motor Freight is in violation of Article 54, Section E, of the Western States Area Over-The-Road Freight Supplemental Agreement because they are having their Portland short line drivers picking and delivering freight within a fifty mile pickup and delivery radius between Longview, Washington and Portland, Oregon.

The Employer contends that based on the economic needs as established before the Change of Operations Committee in Case #2-8-3508 that they be permitted more efficient utilization of its out of city drivers including multiple turns in and out of Portland and the Longview area. The Company contends that the Union's complaint in this case actually is an appeal of the February 14, 1968 JWC decision.

DISPOSITION: Withdrawn.

Case # Local 420, Los Angeles, California
5-70-5323 Local 439, Stockton, California

Change of Company involved: Pacific Clay Products
Operations

Clarification Requesting clarification of JWAC Case #5-70-5323 regarding seniority.

DECISION: (Change of Operations - Transcript Pgs. 161-164 / - 5/11/71)
M/m/s/c/ that it is the determination of this committee that Mr. Pierce has no seniority rights with Pacific Clay Products (PCP Transportation Company) either at Santa Fe Springs or Stockton.

Case # The Ringsby System
8-70-5366

Change of Locals involved: 87, Bakersfield, California
Operations 150, Sacramento, California

Clarification 224, Los Angeles, California
439, Stockton, California

PROPOSED OPERATION:

Close the freight division in Bakersfield. The Company will not pick up either in Bakersfield for its other California points, or freight in those stations destined for Bakersfield.

Close the Stockton terminal and provide service to the area previously covered by this terminal out of our Sacramento terminal.

It was agreed by Teamsters Locals 150 and 439 that the four top seniority drivers would be transferred to Sacramento, and their seniority and that of the pickup and delivery drivers based in Sacramento, employed on the date of transfer, be dovetailed, and the bid runs, and starting times of the combined operation, be posted for re-bid in accordance with the new seniority list.

Local 439 is requesting clarification of this case at the May, 1971 JWAC Meeting.

DECISION: (Change of Operations Committee-Transcript Pgs. 444-458 / - 5/13/71)
M/m/s/c/ that based upon the facts presented to the committee, it does not appear that Local 439's request involves an interpretation of this committee's decision in this case in August of 1970 and that there is nothing for this committee to clarify.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Western Gillette, Inc.
8-70-5376

Change of Locals involved: 104, Phoenix, Arizona
Operations 224, Los Angeles, California
Clarification 431, Fresno, California
468, Oakland, California

The Company is requesting clarification of Change of Operations
Case #8-70-5376.

DECISION: (Change of Operations Committee-Transcript Pgs. 79-115/-5/11/71)
M/m/s/c/ in answer to the questions raised by the parties in this request for clarification it is the determination of this committee:

- (1) That the basic control involving the Kingman-Fresno-Oakland operation is the westbound movement of freight through Kingman to the Bay Area and the drivers at Kingman and Fresno shall be protected on the basis of the availability of that freight only.
- (2) The Company is not required to run Bay Area loads eastbound via Fresno and Kingman over and above the westbound control.
- (3) The Company is directed to meet with Local 431 and reach an agreement regarding dispatch procedures based on Paragraphs 1 and 2 above.

Case # McCracken Bros. Motor Freight
8-70-5513

Change of Locals involved: 57, Eugene, Oregon
Operations 81, Portland, Oregon

Eliminate Portland-Eugene double turns as bid runs.

The Company and the Union are directed to continue negotiations on dispatch and Company seniority rules for the purpose of coordinating the combination of long line and short line assignments.

DISPOSITION: Postponed.

Case # O. N. C. Motor Freight System
11-70-5539

Change of Locals involved: 468, Oakland, California
Operations

Clarification The Company is requesting a clarification of Change of Operations
Case #11-70-5539.

DECISION: (Change of Operations Committee-Transcript Pgs. 370-384/-5/13/71)
M/m/s/c/ in answer to the alleged request for clarification on behalf of Local 468, it is the determination of this committee that its decision made and entered November 12th, 1970, is ratified and reaffirmed, and it does not appear from the evidence submitted that the Company is in violation of the committee's decision.

Case # Consolidated Freightways
2-71-5711

Change of Locals involved: 150, Sacramento, California
Operations 439, Stockton, California

Consolidated Freightways intends to transfer its rating and billing function from our Stockton terminal to our Sacramento terminal.
DISPOSITION: Withdrawn.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
2-71-5719

Milne Truck Lines, Inc.

Locals: 104, Phoenix, Arizona
224, Los Angeles, Calif.

Change of
Operations

PROPOSED OPERATION:

- (1) Three bid runs per night, five nights per week Los Angeles, California to Tucson, Arizona, layover and return, either thru Yuma, Arizona or Phoenix, Arizona on a thru open door operation, as the freight flow requires. (Six bid drivers domiciled at Los Angeles, California, operating on a 3 and 2 basis).
- (2) All overflow over and above the above specified operation to be handled by the Los Angeles extra board on a thru open door operation, as the freight flow requires.
- (3) No drivers will be redomiciled if the proposed operation is granted.

DECISION: (Change of Operations Committee-Transcript Pgs. 46-50 / -510/71)
M/m/s/c/ based upon the statements of the parties and the letter of April 12th, 1971, move to approve the agreed-upon Change of Operations.

Case #
2-71-5735

Western Milk Transport, Inc.

Change of
Operations

Locals involved:

208, Los Angeles, California
224, Los Angeles, California
431, Fresno, California
468, Oakland, California

Clarification

Changes in our business now dictate change of operations with redomicile for some of these 13 line drivers as follows:

- A. Six line drivers now based and to remain domiciled and operating out of Oakland.
- B. Redomicile five line drivers and their assigned equipment to Los Angeles, Paramount Terminal.
- C. Redomicile two line drivers and their assigned equipment to operate out of our Fresno terminal.

Local 468 is requesting clarification of Case #2-71-5735 at the May, 1971 JWAC Meeting.

DISPOSITION:

Postponed.

Case #
2-71-5779

Local 224, Los Angeles

Local: 180

Change of
Operations

Company involved:

Illinois-California Express

Clarification

Request for clarification of seniority status for James D. Gragg.

DECISION: (Change of Operations Committee-Transcript Pgs. 315-322 / - 5/13/71)
M/m/s/c/ based upon the facts presented to the committee today, it be the determination of this committee that Mr. Gragg's correct line seniority date be July 26th, 1960.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 307, Casper, Wyoming
2-71-5843 Local 961, Denver, Colorado

Change of Company involved: Salt Creek Freightways
Operations

Clarification Local 307 is requesting further clarification and consideration
of Change of Operations Case #2-71-5843.

DISPOSITION: (Change of Operations Committee-Transcript Pgs.365-366 / - 5/13/71)
Withdrawn.

Case # California Motor Express
5-71-5892

Change of Locals involved: 208, Los Angeles, California
Operations 224, Los Angeles, California
235, Orange, California
357, Los Angeles, California

Effective as determined at the Change of Operations hearing, the points and areas within the County of Orange, in the State of California, will be served by a California Motor Express terminal to be located within said area. Those local runs from the California Motor Express, Los Angeles terminal into this area will be abolished.

It is further proposed that the points and areas within the territorial jurisdiction of Local 692 in Southern Los Angeles County will be served by either the Los Angeles terminal or the proposed Orange County terminal as dictated by terminal proximity, service requirements and/or economics.

DECISION: (Change of Operations Committee-Transcript Pgs.51-78 / -5/10/71)
M/m/s/c/ in Case #5-71-5892 the Company's requested change of operations be approved as amended and clarified by the Company on the record, with the following provisos:

- (1) The Company shall offer the 12 pickup and delivery jobs at Orange on the basis of seniority, subject to qualification, six to the Local 208 seniority list and six to the Local 357 dock seniority list; provided that any positions not filled by either list shall be offered to the other.
- (2) The successful bidders on the pickup and delivery jobs shall be placed on the Orange County local terminal seniority list, dovetailed on the basis of their current Los Angeles layoff seniority dates.
- (3) For a period of 12 months from the date the Orange terminal is put into operation any new positions (line, local and office) available at Orange shall be offered to the L.A. employees on the same basis as the original bids; provided, however, that the employees accepting such positions shall go to the bottom of the respective Orange seniority list for all purposes except vacations.
- (4) This change to be effective when the Orange dock facilities are available.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
5-71-5893

Brothers Transportation

Change of
Operations

Locals involved:

224, Los Angeles, California
315, Martinez, California

PROPOSED CHANGE:

The Company proposes to move the line equipment out of the Concord terminal and redomicile the equipment in Los Angeles, California. The drivers that are affected by this move will be offered job opportunity on the Los Angeles board, in accordance with their seniority, on a dovetail basis. The Company will pay moving expenses in accordance with the contract. The local operation will not be changed, either in Concord or Los Angeles, California.

DECISION: (Change of Operations Committee-Transcript Pgs. 171-174/-5/11/71)
M/m/s/c/ that the Company's change of operations be approved as clarified on the record.

Case #
5-71-5894

Cal-Coast Carriers, Inc.

Change of
Operations

Locals involved:

287, San Jose, California
912, Watsonville, California

In order to improve the efficiency of our operation, the Company intends to transfer the one run presently scheduled between Watsonville and Los Angeles to our San Jose operation where our other Los Angeles runs originate.

DECISION: (Change of Operations Committee-Transcript Pgs. 339-341/ - 5/13/71)
M/m/s/c/ the Company will transfer the one run between Watsonville and Los Angeles to their San Jose operation.

Case #
5-71-5895

Delta Lines

Change of
Operations

Locals involved:

150, Sacramento, California
224, Los Angeles, California
533, Sparks, Nevada

PROPOSED OPERATION:

We have recently received authority to traverse U.S. Highway 395 and State Route 14, and now propose to domicile two pieces of equipment and drivers at our Los Angeles facility to run directly to Reno and return to Los Angeles via U.S. Highway 395 and State Route 14. We have offered this run to one of our drivers in Sacramento and one in Reno.

DECISION: (Change of Operations Committee-Transcript Pgs. 26-45/ - 5/10/71)
M/m/s/c/ in Case #5-71-5895 the Company's request to domicile two power units in Los Angeles to run Reno be approved. The Company shall offer the two positions at Los Angeles one to its Sacramento line board and one to its Reno line board; providing, however, that if either point fails to bid its position that position shall be offered to the other point. If the Company desires to add additional power at Los Angeles in the future and it cannot reach agreement with the three Local Unions involved, then the Company shall make application to this committee.

This change shall be effective no sooner than May 30th, 1971.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # E T M F Freight System
5-71-5896

Change of Operations	Locals involved:	81, Portland, Oregon
		104, Phoenix, Arizona
		137, Marysville, California
		150, Sacramento, California
		224, Los Angeles, California
		287, San Jose, California
		468, Oakland, California
		741, Seattle, Washington
		941, El Paso, Texas
		962, Medford, Oregon

PORTLAND

Present Operation:

No line operation

Proposed Operation:

Establish single man turnaround runs to Seattle. Portland drivers can operate single man turnaround runs to Grants Pass, Oregon. All runs to operate on a direct or via dispatch. Seven days a week.

MEDFORD

Present Operation:

Single man layover runs to Portland and/or Seattle, with drop and pickup at Portland on Seattle dispatch.

Proposed Operation:

Discontinue Medford, Oregon operation. All Medford drivers presently working will be given the opportunity to redomicile as provided in the National Master and W.S.A. OTR Agreements.

CORNING

Present Operation:

None

Proposed Operation:

Establish single man layover runs to Portland. Drivers can operate single man turnaround runs to Grants Pass, Oregon. Drivers can operate single man turnaround runs to Fresno, Calif. All runs to operate on a direct or via dispatch. Seven days a week.

OAKLAND

Present Operation:

Single man layover runs to Medford, Oregon.

Proposed Operation:

Discontinue single man layover runs to Medford. Establish single man turnaround runs to Corning, California on direct or via dispatch. Oakland drivers can operate single man turnaround runs to Fresno, California. All runs to operate on a direct or via dispatch. Seven days a week. Cancel all present bid runs. Rebid new runs as needed. Displaced drivers will be given the opportunity to redomicile as provided in the National Master or the W.S.A. OTR Agreements.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # E T M F Freight System (Continued from previous page)
5-71-5896

SACRAMENTO

Present Operation:

Single man layover runs to Medford.

Proposed Operation:

Discontinue line haul operation. Displaced drivers will be given the opportunity to redomicile as provided in the National Master and W.S.A. OTR Agreements.

LOS ANGELES

Present Operation:

Single man layover runs to San Jose, Oakland, Sacramento, Stockton and Phoenix.

Proposed Operation:

Continue to operate single man layover runs to San Jose and Oakland. Discontinue Los Angeles to Phoenix, Stockton and Sacramento, single man layover runs. Establish single man layover run to Corning, California. The Los Angeles based drivers can operate turnaround runs to Fresno and/or Desert Center, California. All runs to operate on a direct or via dispatch. The drivers on the Los Angeles to Corning operation will primarily handle the dropping and/or picking up of trailers at Sacramento and/or Stockton in either direction, - north or south.

There may be an occasion when there will be no Los Angeles drivers available at Corning and we have no loads for Oakland or San Jose. The Company has the right to dispatch the Oakland-based drivers to Oakland via Stockton and/or Sacramento with loads destined to these terminals.

All runs to operate on direct or via dispatch. Displaced drivers will be given the opportunity to redomicile as provided in the National Master or W.S.A. OTR Agreements. Seven days a week. Cancel all present bid runs. Rebid new runs as needed.

PHOENIX

Present Operation:

Single man layover runs to Los Angeles and El Paso. Single man turnaround runs to Tucson. Sleeper operation to Salt Lake City.

Proposed Operation:

Continue to operate single man turn to Tucson. Continue to operate sleeper runs to Salt Lake City. Continue to operate single man layover runs to Los Angeles. Add drivers as needed. Discontinue single man layover runs to El Paso. Phoenix driver can operate single man turnaround runs to Desert Center, California, Duncan and/or Bowie, Arizona. All runs to operate on a direct or via dispatch. Seven days a week. Cancel all present bid runs. Rebid new runs as needed.

EL PASO (Western States OTR Operation Only)

Present Operation:

Single man layover runs to Phoenix.

Proposed Operation:

Continue to operate single man layover runs to Phoenix. Add drivers as needed. El Paso drivers can operate single man turnaround runs to Duncan and /or Bowie, Arizona. All runs to operate on a direct or via dispatch. Seven days a week. Cancel all present bid runs. Redbid new runs as needed. (Continued on Page #11)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # E T M F Freight System
5-71-5896

DECISION: (Change of Operations Committee-Transcript Pgs.385-440/- 5/13/71)
M/m/s/c/ in Case #5-71-5896 the operational change be approved as clarified by the Company on the record, with the following provisos:

- (1) The positions available at El Paso and Corning shall be first offered to those drivers now working at Phoenix, Los Angeles, Sacramento, Oakland and Medford on the basis of their respective current layoff seniority dates.
- (2) The positions at Portland shall be first offered to the drivers on layoff at Portland on the basis of their Portland layoff dates.
- (3) All of those drivers remaining on layoff (including those at Portland, Chico, Seattle and San Jose) shall be placed on a master list on the basis of their respective layoff seniority dates and any available positions not filled under Paragraphs 1 and 2 above shall be offered to the drivers in accordance with their positions on said master list. The Company shall use said list as a preferential hiring list for future openings ahead of new hires, one offer per man being sufficient to comply with this requirement. Drivers who do not claim work from such list shall remain on layoff status at their respective home domiciles.
- (4) The Los Angeles-east portion of this change shall not be placed into effect sooner than June 1, 1971, and the Los Angeles-north portion shall not be placed into effect until the Company has obtained the necessary new power units.

Case # Garrett Freightlines
5-71-5897

Change of Operations Local involved: 222, Salt Lake City, Utah
Garrett Freightlines proposes to change its present operation between Salt Lake City, Utah and Idaho Falls, Idaho. We presently operate one schedule per day, six days per week, Salt Lake City to Idaho Falls, layover and return. We propose to operate this run on a turnaround basis five days per week, Sunday through Thursday.

DECISION: (Change of Operations Committee-Transcript Pgs.116-119/- 5/11/71)
M/m/s/c/ in Case #5-71-5897 the request for Change of Operations be approved as clarified on the record by the Company, to be effective no sooner than May 17, 1971.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Haslett Company
5-71-5898

Change of Locals involved: 150, Sacramento, California
Operations 468, Oakland, California

The Haslett Company presently has one line driver, a member of Local 150 operating out of Sacramento and the remainder of its operation is all handled out of Oakland by members of Local 468. This arrangement was made several years ago.

Changes have taken place that would indicate that all parties would benefit if our total line operations were handled out of Oakland with Local 468 drivers.

DECISION: (Change of Operations Committee-Transcript Pgs.2-3 / - 5/10/71)
M/m/s/c/ the Change of Operations as requested be approved.

Case # Illinois-California Express, Inc.
5-71-5899

Change of Locals involved: 70, Oakland, California
Operations 78, Oakland, California
Transcript ordered for D Wright 287, San Jose, California
4/16/71 856, San Francisco, California

PROPOSED CHANGE:

Company proposes to close its San Jose and Oakland terminals and transfer this work to our new terminal in Hayward when it is completed.

DECISION: (Change of Operations Committee-Transcript Pgs.342-345 / - 5/13/71)
M/m/s/c/ that the change be approved as clarified on the record.

Case # Illinois-California Express, Inc.
5-71-5900

Change of Locals involved: 180, Los Angeles, California
Operations 224, Los Angeles, California

I. C. X. proposes to change its road operation out of Los Angeles as it pertains to handling freight between the Bay Area and Chicago, including points east of Chicago and between the Bay Area and Texas-New Mexico and points east thereof.

DECISION: (Change of Operations Committee-Transcript Pgs.323-335 / - 5/13/71)
M/m/s/c/ that the Company's request be approved as clarified on the record by the Company.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # O.N.C. Motor Freight System
5-71-5901

Change of Locals involved: 31, Vancouver, B.C., Canada
Operations 81, Portland, Oregon
741, Seattle, Washington

PROPOSED OPERATION:

To increase the number of turnaround runs, Vancouver-Seattle-Vancouver, to two (2) by domiciling one additional turn run at Vancouver. These runs to normally run five turns per week on an "if and when" basis as freight dictates.

DECISION: (Change of Operations Committee-Transcript Pgs.367-369 / - 5/13/71)
M/m/s/c/ in Case #5-71-5901 the request for Change of Operations be approved.

Case # O.N.C. Motor Freight System
5-71-5902

Change of Locals involved: 70, Oakland, California
Operations 85, San Francisco, California

Confirming the discussion and agreements reached in meetings with both Local Unions involved, it is our intention to close our facility in San Francisco, no later than March 29, 1971.

The two men currently on the active payroll in San Francisco will be offered the opportunity to transfer to our San Leandro terminal and have their Company seniority dovetailed into the active seniority roster at San Leandro.

DECISION: (Change of Operations Committee-Transcript Pgs.20-22 / - 5/10/71)
M/m/s/c/ in Case #5-71-5902, the Company's requested operational change be approved as clarified on the record.

Case # O.N.C. Motor Freight System
5-71-5903

Change of Locals involved: 81, Portland, Oregon
Operations 962, Medford, Oregon

O.N.C. proposes to establish the following Approved Operation:

(1) A Portland to Coos Bay to Portland turn run to be utilized when expedient to do so with Portland-domiciled extra board men.

The two present bid lay runs, Portland to Coos Bay, will be protected in their bid day ahead of these turn runs, however, the turn runs may depart from Portland ahead of or intermingled with the bid runs to Coos Bay as the flow of freight dictates.

(2) A Medford to Coos Bay to Medford turn run to be utilized when expedient to do so with Medford-domiciled extra board men.

The one present bid lay run, Medford to Coos Bay, will continue to operate as presently bid.

DECISION: (Change of Operations Committee-Transcript Pgs.23-25 / 5/10/71)
M/m/s/c/ in Case #5-71-5903 the operational change be approved as clarified by the Company on the record.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
5-71-5904

O.N.C. Motor Freight System

Change of
Operations

Locals involved:

386, Modesto, California
439, Stockton, California

The Company requests a Change of Operation for O.N.C. to close their Modesto, California terminal and open a terminal at Stockton, California.

DECISION: (Change of Operations Committee-Transcript Pgs. 165-170 / - 5/11/71)
M/m/s/c in Case #5-71-5904 the Company's request to close its Modesto terminal and open a terminal at Stockton be approved as clarified by the Company on the record.

Case #
5-71-5905

Pacific Motor Trucking Company

Change of
Operations

Locals involved:

224, Los Angeles, California
381, Santa Maria, California

The Company wishes to discontinue the Santa Maria - San Jose turnaround run.

DECISION: (Change of Operations Committee-Transcript Pgs. 272-282 / 5-13/71)
M/m/s/c in Case #5-71-5905 the Company's request to discontinue its Santa Maria - San Jose turnaround run be approved. The involved line driver shall be offered employment on the Los Angeles board, and if he elects to accept such employment, his seniority shall be dovetailed on that board. In the event he does not elect to relocate, the Company is directed to offer him local employment in the Santa Maria area ahead of new hires. To be effective no sooner than June 1, 1971.

Case #
5-71-5906

Pacific Motor Trucking Company

Change of
Operations

Locals involved:

208, Los Angeles, California
224, Los Angeles, California
467, San Bernardino, California
871, Pomona, California
357, Los Angeles, California

P.M.T. presently has a terminal at Ontario, California employing seven people, including one line driver and one working foreman.

On or about July 1, 1971, we are being evicted from our present facility and the amount of traffic handled to and through this terminal will not financially support building or leasing another facility. We are therefore proposing prior to July 1/71 to close this terminal.

DECISION: (Change of Operations Committee-Transcript Pgs. 283-311 / 5/13/71)
M/m/s/c in Case #5-71-5906 the Company's request to close its Ontario, California terminal be approved as clarified by the Company on the record. The Company shall offer two positions at San Bernardino and five positions at Los Angeles (three pickup and delivery positions, one platform position and one line position) to the seven Ontario employees on the basis of seniority, subject to qualification.

Employees claiming such positions shall have their seniority determined at their new terminals under the provisions of Article 5, Section 5 (b) (2) of the National Master Freight Agreement.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # The Ringsby System
5-71-5907

Change of Locals involved: 483, Boise, Idaho
Operations 839, Pasco, Washington

Change of Operations between Pasco, Washington and Boise,
Idaho.

DECISION: (Change of Operations Committee-Transcript Pgs. 157-160 / 5/11/71)
M/m/s/c/ in Case #5-71-5907 the Change of Operations be approved as clarified by
the Company on the record.

Case # The Ringsby System
5-71-5908

Change of Locals involved: 81, Portland, Oregon
Operations 150, Sacramento, California
468, Oakland, California
690, Spokane, Washington
224, Los Angeles, California
741, Seattle, Washington
962, Medford, Oregon

PROPOSED CHANGE:

No change in present operation between Los Angeles, Sacramento,
and Oakland.

The present so-called Washington operation is freight that originates
in Portland and Seattle for Yakima, Wenatchee, Spokane, Idaho,
Montana, etc., and will not change.

It is the Company's intention to change the present break point from
Medford to Roseburg, Oregon and La Pine, Oregon and redomicile
drivers from Portland to Roseburg, Oregon.

DECISION: (Change of Operations Committee-Transcript Pgs. 121-155 / 5/11/71)
M/m/s/c/ in Case 5-71-5908 the Company's requested change of operations be approved
as clarified on the record by the Company, to be effective no sooner than June 1, 1971.

Any drivers laid off at Portland or Seattle as a result of this change shall be afforded
employment opportunities at Roseburg, Oakland, Sacramento or Spokane for a period
of two years ahead of new hires. One offer per employee will satisfy this requirement.

Case # Ringsby System
5-71-5909

Change of Locals involved: 307, Casper, Wyoming
Operations 961, Denver, Colorado

PRESENT OPERATION: Our California-Nevada and Utah freight
to and from Minnesota, South Dakota, North Dakota and Casper,
Wyoming presently moves over the Denver gateway for interchange.

The Company proposes to move this freight to Casper for interchange.

DECISION: (Change of Operations Committee-Transcript Pgs. 441-443 / 5/14/71)
M/m/s/c/ in Case #5-71-5909 the Change of Operations be approved.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Salt Creek Freightways, Inc.
5-71-5910

Change of Locals involved: 190, Billings, Montana
Operations 307, Casper, Wyoming
961, Denver, Colorado

1. PRESENT OPERATION: Denver to Lander and Riverton

One driver a day pulls the Lander-Riverton schedule from Denver to Casper where he takes his rest and returns to Denver, a one-way distance of 289 miles. Another driver pulls these same two trailers from Casper to Riverton-Lander and return on a turnaround, a distance of 290 miles.

PROPOSED OPERATION:

Two Denver-based drivers through Rawlins to Lander, takes his rest and returns to Denver. One-way distance of 370 miles.

2. PRESENT OPERATION: Denver to Gillette - Newcastle

Two drivers are based in Wheatland, Wyoming, which is approximately midway between Denver and Gillette. One driver leaves Wheatland approximately four hours prior to the load being ready in Denver and returns to Wheatland, a distance of 340 miles. Upon returning to Wheatland he calls his relief driver, causing a delay of two hours, and the relief driver pulls this same tractor and trailer unit from Wheatland to Gillette, returning through Newcastle and back to Wheatland, a distance of 420 miles.

PROPOSED OPERATION:

Two Denver-based drivers to Gillette to Newcastle, takes his rest and returns to Denver. One-way distance northbound, 420 miles; one-way distance southbound 339 miles.

3. PRESENT OPERATION: Denver to Sheridan, Wyoming

One driver a day pulls the Sheridan-Buffalo schedule from Denver to Casper where he takes his rest and returns to Denver, a one-way distance of 289 miles. Another driver pulls these same two trailers from Casper to Sheridan, Wyoming and returns via Gillette on a turnaround, a distance of 390 miles.

PROPOSED OPERATION:

Two Denver-based drivers straight through Denver to Sheridan, takes his rest and returns to Denver, a one-way distance of 432 miles.

4. PRESENT OPERATION: Denver to Douglas and Wheatland

Approximate weight from Denver to Douglas of 250,000 pounds a month and approximate weight from Denver to Wheatland of 200,000 pounds of freight a month is being peddled off the back of a Casper nose-loaded set of trailers, during the night with no dock help available in either Wheatland or Douglas, resulting in delays into Douglas, Wyoming, some days as late as 1:00 p.m. This driver then proceeds on to Casper from Douglas, an overall distance of 289 miles.

PROPOSED OPERATION:

One Denver-based driver from Denver through Wheatland to Douglas with a set of trains and return to Denver on a turnaround, round trip distance of 478 miles. The driver will drop a box in Wheatland, proceed on to Douglas and drop a box and return to Denver with no peddle enroute, effecting a nightly saving of approximately four hours a night in peddle time, plus 100 miles a day in distance traveled.

(Continued on Following Page)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * * Case # Salt Creek Freightways, Inc. (Continued)
5-71-5910

5. PRESENT OPERATION: Denver to Casper, Wyoming

We presently have two bid drivers a day from Denver to Casper where they take their rest and return to Denver, one-way distance of 289 miles. We also have five Casper-based bid drivers three days a week and two Casper-based bid drivers three days a week running from Casper to Denver where they take their rest and return to Casper.

PROPOSED OPERATION:

Four Denver-based drivers to run Denver to Casper, take their rest and return to Denver, Monday, Wednesday and Friday; and four Denver-based drivers to run Denver to Casper, take their rest and return to Denver, Tuesday, Thursday, Saturday and/or Sunday; one Denver-based driver to run Denver to Casper, take his rest and return, Wednesday, Friday and Sunday.

6. PRESENT OPERATION:

We presently have two drivers domiciled in Sheridan, Wyoming; one driver runs Sheridan to Casper and return, a distance of 304 miles. This run leaves Sheridan approximately 5:00 p.m., Monday through Friday, and arrives back in Sheridan approximately 1:00 a.m. The second Sheridan driver runs from Sheridan to Billings, Montana and return, a distance of 270 miles.

PROPOSED OPERATION:

Redomicile one driver in Billings and one driver in Casper.

The Billings driver would run Billings to Sheridan and return and/or Billings to Hardin to Billings to Sheridan to Billings, a distance of 274 round trip miles and/or 370 miles.

The Casper to Sheridan driver would run Casper to Gillette to Sheridan to Casper, a distance of 388 miles.

7. PRESENT OPERATION: Casper to Billings, take rest and return to Casper

PROPOSED OPERATION:

Casper to Billings, take rest and return from Billings to Sheridan to Buffalo to Gillette to Casper.

8. Redomicile one #307 driver from Casper to Jackson, Wyoming.

DECISION: (Change of Operations Committee - Transcript Pgs. 350-364 / - 5/13/71)
M/m/s/c/ in Case 5-71-5910 the operational change be approved as filed and modified and clarified by the Company on the record, to be effective no sooner than June 13th 1971. The new positions at Denver, Billings and Jackson shall be offered to the Casper line board on a seniority basis. Those drivers claiming such positions shall have their seniority dovetailed at their new domicile.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Smith Transportation Company
5-71-5911

Change of Locals involved: 186, Santa Barbara, California
Operations 208, Los Angeles, California

Smith Transportation Company desires to make the following
Change of Operations:

Transfer from the Oxnard terminal to the Los Angeles terminal
all points and places in the area from Calabasas Westernly along
U.S. 101 up to and including Camarillo, thence Northernly along
State 34, thence Easternly along State 118 to the Los Angeles
County Line.

DISPOSITION: Postponed.

Case # Yellow Freight System, Inc.
5-71-5912

Change of Locals involved: 224, Los Angeles, California
Operations 467, San Bernardino, California
208, Los Angeles, California
235, Orange, California
692, Long Beach, California

The Company requests the Change of Operation between Los
Angeles, California and Barstow, California. Our drivers are
presently domiciled in Los Angeles running Barstow on a turn-
around run.

We propose to move the drivers to Barstow and run from Barstow
to Los Angeles, from Barstow to San Diego and any other
terminal area points in the Los Angeles basin.

DECISION: (Change of Operations Committee-Transcript Pgs. 182-210 / -5/11/71)
M/m/s/c/ that the Company's request to redomicile its Los Angeles line board to
Barstow be approved as clarified by the Company on the record with the following
provisos:

- (1) The line seniority list at Barstow (including drivers accepting transfer under
this decision and under the decision in Change of Operations Case #5-71-5913)
shall be reconstructed, dovetailed on the basis of all drivers' respective unbroken
Company line seniority dates; and thereafter the respective positions on that
dovetailed list shall apply both for layoff and bidding purposes. If a driver has
in the past previously located on a voluntary basis, this shall constitute a break
in his line seniority and his present date for layoff purposes shall determine his
position on that dovetailed list. However, a relocation from the so-called
"master layoff list" in the Company's 1965 Change of Operations shall not be
considered a voluntary transfer and shall not break his line seniority.
- (2) This decision does not authorize the Company to open and staff the contemplated
new Los Angeles Basin terminals without prior discussions, agreements with
the affected Local Unions and Change of Operations filings, if necessary.
- (3) This change shall not be placed into effect sooner than June 1, 1971.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # Yellow Freight System, Inc.
5-71-5913

Change of Locals involved: 431, Fresno, California
Operations 467, San Bernardino, California

We presently handle Fresno freight on a through run or a turnaround run with drivers domiciled at Fresno running to Barstow.

We propose to redomicile the drivers to Barstow and run from Barstow to Fresno and return on a through run or a turnaround run as dictated by freight.

DECISION: (Change of Operations Committee-Transcript Pgs. 213-237 / -5/12/71)
M/m/s/c/ that the Company's request to eliminate its line board at Fresno, California be approved as clarified by the Company on the record with the following provisos:

- (1) Mr. Speer shall be offered his choice of employment at Oakland or at Barstow. The other two Fresno drivers shall be offered employment at Barstow.
- (2) Those drivers accepting employment at Barstow shall have their seniority there determined on the same basis as provided in the decision in Change of Operations Case No. 5-71-5912.
- (3) If Mr. Speer elects to accept employment at Oakland, he shall be placed on the Oakland seniority list with the same date as he enjoyed at the time of Change of Operations Case No. 5-9-4457 but he shall not exercise that seniority date to claim bid runs until the next regular bid time except for vacancies and new positions. If, within 30 days after his return to Oakland, a layoff occurs on the Oakland line board, the Company shall be required to offer employment at Barstow to one driver on the Oakland board on a seniority basis and the driver who successfully bids such work shall have his seniority at Barstow determined on the same basis as provided in the decision in Change of Operations Case No. 5-71-5912.
- (4) This change shall not be placed into effect sooner than June 1, 1971.

Case # Yellow Freight System, Inc.
5-71-5914

Change of Locals involved: 208, Los Angeles, California
Operations 467, San Bernardino, California
357, Los Angeles, California

Yellow Freight System expects to be granted permanent authority to Scott Transportation Company, San Bernardino, within the next few weeks. When this authority is granted, we expect to start daily pickup and delivery service in the San Bernardino, Pomona, Claremont, Montclair, Upland, Ontario, Redlands, Riverside, Colton, and Valley areas with Local 467 members.

We intend to pick up and deliver west to a line running north and south with Kellogg Hill. This will disturb only one regular Local 208 run now in existence.

DECISION: (Change of Operations Committee-Transcript Pgs. 263-271 / -5/13/71)
M/m/s/c/ that the operational change as proposed by the Company be approved as clarified by the Company on the record. One Scott short line driver shall be offered employment on the Company's line board at Barstow, and his seniority on the Barstow line board shall be determined in accordance with the seniority application made by this committee in Case #5-71-5912.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # Desert Express
5-71-5915

Change of Locals involved: 224, Los Angeles, California
Operations 467, San Bernardino, California
871, Pomona, California

Pursuant to our meeting on March 30, 1971, with all parties concerned in the movement of freight between Desert Express, South Gate into the Victorville-Barstow Area, the present manner in which this is being accomplished, by routing the traffic through the Ontario terminal and an Ontario heavy-duty shag man taking it to El Cajon and breaking up a set of doubles and providing the Barstow driver with his traffic end of the Barstow area and then peddling to Victorville, and ultimately meeting again at the end of the day and bringing back the freight that was picked up in the Barstow area and then into South Gate, is not providing the service desired.

Desert Express, South Gate originates all the traffic into that area and they are requesting to run the traffic directly from South Gate to Barstow and then peddle Victorville out of that facility. This would be a true line operation from South Gate to Barstow.

DECISION: (Change of Operations Committee-Transcript Pgs. 8-18/ 5/10/71)
M/m/s/c/ that the Company's request for Change of Operation be approved as clarified by the Company on the record, to be effective immediately.

Case # Western Truck Manpower, Inc.
5-71-5916

Change of Local involved: 439, Stockton, California
Operations

The Company is requesting a Change of Operations to replace the three sleeper cab teams with one Over-The-Road roll and rest operation or truck.

DECISION: (Change of Operations Committee-Transcript Pgs.312-314 /-5/13/71)
M/m/s/c/ based on the statements of the employer representative and the union representative, the change is approved as read in the record.

Case # 5-71-6089 Crescent Truck Lines

Change of Locals involved: 224, Los Angeles, California
Operations 468, Oakland, California

Request that all Los Angeles drivers work out of Local 224. Los Angeles drivers to leave Oakland first by seniority and the Oakland drivers to leave Los Angeles first by seniority.

DISPOSITION: Withdrawn without prejudice

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # 5-71-6090 Hi-West Livestock Transport Co.
(Formerly: Garrett & Thomas Livestock Transportation, Inc.)

Change of Operations Locals involved: 224, Los Angeles, California
467, San Bernardino, California

Due to the loss of their cement haul, and the refusal of the California P.U.C. to grant the necessary change of rights from the former owner, Phillips Trucking Co., Hi-West finds it necessary to close the operation in Colton, sell part of the equipment and return the balance of the equipment to the former owner, Phillips Trucking Co.

DECISION: (Change of Operations Committee-Transcript Pgs. 175-181/5/11/71)
M/m/s/c/ that the Company's request be approved as clarified by the Company on the record. The Company shall offer three positions at its Vernon terminal on a seniority basis to the Colton seniority list, and those employees accepting such employment shall have their seniority dovetailed on the Vernon seniority list, subject to the probationary arrangement as described by the Company on the record.

Case # 5-71-6092 O.N.C. Motor Freight System

Change of Operations Locals involved: 104, Phoenix, Arizona
310, Tucson, Arizona

In placing into operation the recently purchased Consolidated Freightways Intrastate Rights, we plan to operate in the following manner:

1. Establish a Commission Agency in the Huachuca City and Sierra Vista area.
2. Establish a Commission Agency in the Bisbee-Douglas area.
3. Establish a turnaround run, Phoenix to Douglas/Bisbee and return, with the driver domiciled at Phoenix.
4. Phoenix-domiciled line drivers will continue to operate the Phoenix-Tucson-Phoenix turnaround runs.
5. Line runs established under this Change of Operations will operate in the normal relay manner in that they will be permitted to drop and pick trailers and/or freight at all intermediate terminals and/or points.

DECISION: (Change of Operations Committee-Transcript Pgs. 251-262/5-12-71)
M/m/s/c/ that the Company's proposal be approved, subject to the provisions of Article 50, Section 8, of the Pickup and Delivery Supplement.

Case # 5-71-6093 The Santa Fe Trail Transportation Company

Change of Operations Local involved: 104, Phoenix, Arizona

Operational Changes will be made as follows:

Partially reduce operations at Flagstaff and Prescott, Arizona, and transfer part of operation from Prescott to Flagstaff.

DECISION: (Change of Operations Committee-Transcript Pgs. -349/5/13/71)
M/m/s/c/ that the operational change be approved as clarified on the record.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # West Coast Cartage
5-71-6132

Change of Locals involved: 85, San Francisco, California
Operations 287, San Jose, California

The Company desires a Change of Operations allowing them to close their Santa Clara terminal.

DECISION: (Change of Operations Committee-Transcript Pgs. 4-7/ 5-10-71)
M/m/s/c/ that the Company's request to close its Santa Clara terminal be approved as clarified on the record. The Santa Clara employees shall be offered work opportunities at San Francisco, and those electing to relocate within 30 days from this date shall have their seniority dovetailed on the San Francisco seniority list.

Case # Griley Security Freight Lines
5-71-6133

Change of Local involved: 186, Santa Barbara, California
Operations

The Company desires a Change of Operations allowing them to discontinue the clerical work presently being done at the Oxnard terminal and transfer this work to Long Beach.

DECISION: (Change of Operations Committee-Transcript Pgs. 211-212/ 5-11-71)
M/m/s/c/ based on the telegram and the statement of Mr. Mery, this is an agreed-upon change and made a matter of record.

Case # Universal Coordinators, Inc.
5-71-6134

Change of Locals involved: 287, San Jose, California
Operations 439, Stockton, California

The Company wishes to transfer five drivers presently employed at Manteca to their San Jose terminal.

DECISION: (Change of Operations Committee-Transcript Pgs. 336-338/ 5-13-71)
M/m/s/c/ based upon the statements of the parties, the change be approved.

Case # Ringsby System
5-71-6135

Change of Locals involved: 307, Casper, Wyoming
Operations 961, Denver, Colorado

This is a duplicate case of 5-71-5909.

COMMITTEE FOR LOCAL OPERATIONS

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
5-70-5231

Local 146, Colorado Springs, Colorado, and
Rio Grande Motor Way, Inc.

P & D
Dispute

Daniel Jardon states: I am claiming 2 1/2 hours premium pay
for March 4/70 when Robert Graham who is a 20 percenter was
called in ahead of me.

DISPOSITION:

Postponed.

Case #
5-70-5232

Local 146, Colorado Springs, Colorado, and
Rio Grande Motor Way, Inc.

P & D
Dispute

Richard H. Polage states: On February 26, 27, and March 5th,
Bob Graham was asked by Bob Harbeke to come to work at 4:30 a.m.
On February 26th, 6:00 a.m. on February 27th, and 5:00 a.m.
on March 5th. These are not regular shifts and would be considered
premium times. I am time slipping for this time - 2 1/2 hours
on February 26th, 1 hour on February 27th, and 2 hours on March
5th at time and one-half.

DISPOSITION:

Postponed.

Case #
5-70-5233

Local 146, Colorado Springs, Colorado, and
Rio Grande Motor Way, Inc.

P & D
Dispute

Richard Polage states: I am claiming 2 hours premium pay for
March 1/70 and 2 hours premium pay for March 10th, when Robert
Graham who is a twenty percenter was called in ahead of me.

DISPOSITION:

Postponed.

Case #
8-70-5407

Local 150, Sacramento, California, and
California Motor Express

P & D
Dispute

The Union was protesting the bid position of a 3:00 a.m. bobtail,
and a 3:00 a.m. tractor driver. They stated that it was their
opinion that the bid had been abused because the drivers were
used as dock men for the first four hours of their shift.

DISPOSITION:

Postponed.

Case #
11-70-5559

Local 45, Great Falls, Montana, and
Consolidated Freightways, Inc.

P & D
Dispute

Union stated that the case involved casual employees; this employer
has a furniture warehouse and a freight warehouse, and casuals
are required to work at the furniture warehouse as well as the
freight warehouse, and it is the freight employees' position that
the casuals used for the furniture warehouse should be included
as freight employees to determine who are the 85% employees
and who are the 15% employees. Consequently, the claim for
Ecklund is for 8 hours at time and a half for June 24 which he
contends he is entitled to.

DISPOSITION:

Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 386, Modesto, California, and
11-70-5665 Delta Lines

P & D Union requests two more bid jobs on 4:00 a.m. shift.
Dispute

DISPOSITION: Postponed.

Case # Local 235, Orange, California, and
2-71-5749 Consolidated Freightways - Cartage & Container Division

P & D Case #SC-11-(9)-70-7164: This involves Gary L. Neiger. We
Dispute feel the layoff status to be unjust.

Case #SC-11-(9)-70-7165: This involves W. G. Murphy. We
feel the layoff status to be unjust.

Case #SC-11-(9)-70-7166: This involves Carl Probyn. We feel
the layoff status to be unjust.

Case #SC-11-(10)-70-7452: This involves G. M. Cavin. Request
8 hours pay and all fringe benefits.

Case #SC-11-(10)-70-7453: This involves G. M. Cavin. Pay for
minimum of 8 hours per day is requested until Malt Street
facility is closed or he is reinstated from layoff.

Case #SC-11-(10)-70-7457: This involves Dwayne L. Johnson.
Requesting 8 hours pay for September 2, 1970.

Case #SC-11-70-7484: This involves Bud Morefoot. When he
reported to company, they refused to put him to work.

DECISION: (Committee for Local Operations - Transcript Pgs. 146-148/5-13-71)
M/m/s/c/ that the claim of the Union be denied and the present agreement between
the parties is to apply during the remaining time allocated through the two year period.

Case # Local 17, Denver, Colorado, and
5-71-5917 Burlington Truck Lines, Inc.

P & D Lester Pettera is filing for 2 hours pay at time and one-half,
Dispute the rate for heavy-duty. Claim is for \$14.61.

DISPOSITION: Postponed.

Case # Local 17, Denver, Colorado, and
5-71-5918 I. M. L. Freight, Inc.

P & D Emmett James was not allowed to work February 15th, Washington's Birthday. Men with less seniority were worked on the dock,
Dispute as well as on the street. Pay claim is for \$57.84.

DECISION: (Committee Local Operations - Transcript Pgs. 213-217/ 5-14-71)
M/m/s/c/ that the claims of the Union be denied; and further by way of clarification, the
decision in Case No. 8-4-1467 applies equally on Monday holidays as it does on Saturday
holidays. As an example, on a Monday holiday, the Monday to Friday bid men have
the first right to work available. The second choice goes to the percentage employees
(15-percenters or 20-percenters); then any remaining positions will be offered to the
remaining employees by seniority.

NOTE: Cases #5-71-5918 and #5-71-5919 were heard together.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 17, Denver, Colorado, and
5-71-5919 I. M. L. Freight, Inc.

P & D Ralph Anderson states: On February 15/71, Washington's Birth-
Dispute day, I signed up to work but was not allowed to work. Men who
had less seniority than I worked on the dock, as well as the street.
I am bid Tuesday thru Saturday.

DECISION: The decision in Case #5-71-5918 applies.

Case # Local 17, Denver, Colorado, and
5-71-5920 I. M. L. Freight, Inc.

P & D Albert Palm states: I called in to work and told Hank that I would
Dispute be late. He said okay. I was 4 hours late to work and punched
in on the time clock. Ken Deem told me that I could not work
out the rest of the shift.

DECISION: (Committee Local Operations-Transcript Pgs. 218-221/ 5-14-71)
M/m/s/c/ based on the facts in this case, the Company is instructed to post a rule
regarding tardiness, and such rule is to be rigidly enforced, and the claim of the
Union is denied.

Case # Local 17, Denver, Colorado, and
5-71-5921 Ringsby United

P & D William Ashmore states: On January 25, 1971, working off my
Dispute master bid 8 hours for this one day; my bid was Monday thru
Friday, now it is Tuesday thru Saturday.

DECISION: (Committee Local Operations-Transcript Pgs. 222-234/ 5-14/71)
M/m/s/c/ that the claims of the Union be denied; and furthermore, that in the future
the Company comply with the terms and conditions of the contract.
NOTE: Cases #5-71-5921, 5922, 5923, 5924, 5925, 5926, 5927, 5928, and 5929
were heard together.

Case # Local 17, Denver, Colorado, and
5-71-5922 Ringsby United

P & D D. Bening states: My master bid shift at United-Buckingham was
Dispute 8:00 to 4:30 p.m. now my time at Ringsby is 3:00 p.m. to 11:30
p.m. Filing for 7 hours, a day, at time and one-half for five
days this week.

DECISION: The decision in Case #5-71-5921 applies.

Case # Local 17, Denver, Colorado, and
5-71-5923 Ringsby United

P & D Charles Brumitt, Jr. states: I am a bid 8:00 a.m. to 4:30 p.m.
Dispute checker-dockman. On January 25, 26, 27, 28, 29, 1971, the company
brought me in at 3:00 a.m. which is five hours before my bid
starting time.

DECISION: The decision in Case #5-71-5921 applies.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 17, Denver, Colorado, and
5-71-5924 Ringsby United

P & D William S. Ashmore states: I am requesting half time for
Dispute Saturdays, January 9, 16, 23, 30, 1971, because I am working off
my master bid.

DECISION: The decision in Case #5-71-5921 applies.

Case # Local 17, Denver, Colorado, and
5-71-5925 Ringsby United

P & D William S. Ashmore - working off my master bid. My bid is
Dispute Monday thru Friday. Now it is Tuesday thru Friday.

DECISION: The decision in Case #5-71-5921 applies.

Case # Local 17, Denver, Colorado, and
5-71-5926 Ringsby United

P & D George Walker states: On January 11, 1971, I was ordered to come
Dispute to work at 3:00 a.m. to 11:30 a.m. instead of 9:00 a.m. to
5:30 p.m. That is my bid on the master bid list as a heavy-duty
driver.

DECISION: The decision in Case #5-71-5921 applies.

Case # Local 17, Denver, Colorado, and
5-71-5927 Ringsby United

P & D Local 17 is filing for and on behalf of the United-Buckingham
Dispute men who were denied work Monday, January 11, 1971. Due to
the merger between Ringsby and United-Buckingham, Ray
Hofferber, Art Hesser, George Harneke, Martin Beseinberger,
John Dickenson, Jim Swartou, R. L. Scott and Charles Waller
who were denied.

DECISION: The decision in Case #5-71-5921 applies.

Case # Local 17, Denver, Colorado, and
5-71-5928 Ringsby United

P & D Lige Lewis states: I am filing on behalf of myself and Ed Franks
Dispute when the company merged the truck line together they have re-
fused to honor our seniority by allowing us to exercise our right
to bump in on the hostler addendum and we are filing for every day
that the company refuses this.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 17, Denver, Colorado, and
5-71-5929 Ringsby United

P & D Arthur Hesser claiming hours at time and one-half. Master bid
Dispute heavy-duty man thru Friday. I am not Tuesday thru Saturday.

The settlement of this case will determine the settlement of the following Colorado-Wyoming Committee Cases No. 42, 43, 44, 45, 46, 47, 49, 50, 51, 52, 53, 54, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, and 69, all heard on February 3, 1971.

DECISION: The decision in Case #5-71-5921 applies.

Case # Local 17, Denver, Colorado, and
5-71-5930 Ringsby United

P & D Ed Frank states: When I was called back to work after my layoff
Dispute I found there was a man working in the yard with less time.

DECISION: (Committee Local Operations-Transcript Pgs. 235-246 / 5-14-71)
M/m/s/c/ if the company's records show that Ingram was brought back to work prior to Frank being recalled, the claim is allowed, otherwise, the claim is denied.

Case # Local 45, Great Falls, Montana, and
5-71-5931 Consolidated Freightways

P & D Union position is that the company owes Zumbusch 8 hours at
Dispute the regular hourly scale because they did not call him for the 8:00 a.m. shift. It is further the Union's position that while the men on the 15% bid agreed to the provision of calling in you still cannot make a new man agree to something he did not have a part of.

DISPOSITION: Settled and Withdrawn.

Case # Local 81, Portland, Oregon, and
5-71-5932 McCracken Brothers Motor Freight

P & D Local 81 is in dispute with the Company due to their using a
Dispute Local 255 man to do local pickup and delivery work when Local 81 had a man laid off.

DECISION: (Committee Local Operations-Transcript Pgs. 252-259 / 5-14-71)
M/m/s/c/ this case is referred back to the parties for possible settlement, and this committee will retain jurisdiction.

Case # Local 81, Portland, Oregon, and
5-71-5933 Pacific Intermountain Express

P & D Local 81 is in dispute with the Company due to a junior man
Dispute working on February 27/71 when senior men available.

DECISION: (Committee Local Operations-Transcript Pgs. 31-42 / 5-10-71)
M/m/s/c/ that the claim of the Union be upheld, and the two senior employees signing for Sunday work, who did not work, be allowed the claims, and further, that the Company is instructed to post weekend work lists for both Saturday and Sunday work.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 5-71-5934 Local 81, Portland, Oregon, and T.I.M.E., DC. Inc.
P & D Dispute Local 81 is in dispute with the Company over their refusing to furnish rain boots to yardmen and hostlers.
DECISION: (Committee Local Operations-Transcript Pgs. 247-251 / 5-14-71) M/m/s/c/ because of the inclement weather conditions in this particular area, the rain gear shall include boots for the maximum number of hostlers used on any one shift, but not on an individual assigned basis.

Case # 5-71-5935 Local 81, Portland, Oregon, and Trans Western Express
P & D Dispute Local 81 is in dispute with the Company over their refusing to pay 8 hours guarantee to Emil Smolich on January 8/71 when he reported to work and punched in.

DISPOSITION: Settled and Withdrawn.

Case # 5-71-5936 Local 154, Seattle, Washington, and T.I.M.E., DC. Inc.
Office Interpretation Darlene E. Grant was laid off January 15/71 out of sequence of seniority. She is protesting her layoff and requesting that she be compensated in the amount that was earned by the employee who was worked in her stead.

DECISION: (Committee Local Operations-Transcript Pgs. 177-195 / 5-13-71) M/m/s/c/ recognizing the company did post the position for bid and was unable to get any bidders, and considering the specific facts and the qualifications of the job in question, it is the decision of this panel that the position has properly been filled.

Case # 5-71-5937 Local 186, Santa Barbara, California, and Smith Transportation
P & D Dispute Local 186 is protesting the annual pickup and delivery bid sheet of Smith Transportation, Oxnard terminal, where a combination short line and pickup and delivery position is bid.

DISPOSITION: Postponed.

Case # 5-71-5938 Local 208, Los Angeles, California, and Krown Transportation Company
P & D Dispute Seniority violation: Paul Ruery claims all monies due him when the Company worked junior men in his stead on approximately January 18, 26, 27, 28, 29, 1971 and February 12, 1971.

DECISION: (Committee Local Operations-Transcript Pgs. 149-161 / 5-13-71) M/m/s/c/ based on the facts presented, the claim of the Union be denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
5-71-5939 Santa Fe Trail Transportation Co.

P & D Seniority violation: Earl Brogdon claims all monies due him
Dispute when the Company worked a junior man (Turner) in his stead on
February 13, 1971.

DECISION: (Committee Local Operations-Transcript Pgs. 99-103 / 5-12-71)
~~M/m/s/c/~~ based on the facts presented, the claim of the Union be denied.

Case # Local 208, Los Angeles, California, and
5-71-5940 T.I.M.E., DC. Inc.

P & D Due to the Company's failure to properly notify Tony Espinosa
Dispute of a layoff on January 7/71, he is claiming one day's pay.

DECISION: (Committee Local Operations-Transcript Pgs. 166-169 / 5-13-71)
~~M/m/s/c/~~ based on the facts presented, the claim of the Union be denied.

Case # Local 208, Los Angeles, California, and
5-71-5941 Wescartage Co., Inc.

P & D For and on behalf of Edward Nash: There has always been a
Dispute rule that whenever there is any freight in a bidden run, the man
who bids that run, delivered that freight. We ask the Company
to continue this practice.

DECISION: (Committee Local Operations-Transcript Pgs. 162-165 / 5-13-71)
~~M/m/s/c/~~ based on the facts in this case, the claim of the Union is denied.

Case # Local 222, Salt Lake City, Utah, and
5-71-5942 Consolidated Freightways

P & D On Monday, April 20/70, the Company worked several 20%
Dispute employees on a shift beginning at 10:00, at which time the Company
had no bid employees starting. Several senior employees with a
bid start time of 16:00 on that day are claiming 6 hours at time
and one half, contending that they should have been called in for
the earlier start time.

DISPOSITION: Postponed.

Case # Local 222, Salt Lake City, Utah, and
5-71-5943 Pacific Intermountain Express

P & D Don K. Baker is a Salt Lake terminal employee with a bid Tuesday-
Dispute Saturday shift. The Company posted Washington's Birthday,
Monday, February 15th for bid by seniority and Baker successfully
bid the day, for which he was paid straight time.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 357, Los Angeles, California, and
5-71-5945 East Texas Motor Freight

P & D For and on behalf of: Wenceslao Sanchez, Jr.
Dispute I was under the doctor's care since April 3/70. I worked on April 3/70. On April 6/70, I called the Company that I was sick; my wife also called a few times. I discussed taking my vacation with Emil Zwiezen on April 17/70 after finding that surgery was needed and he accepted and they gave me my vacation check. Now the Company sends me on another vacation when I already took it. I am asking for all monies due me for every day the Company allowed me to stay off work without pay.

DISPOSITION: Settled and Withdrawn.

Case # Local 357, Los Angeles, California, and
5-71-5946 I. M. L. Freight Lines

P & D On Saturday, February 27, 1971, drivers Charles Dodson and
Dispute Robert Ballesteros were dispatched to Overland Terminal Warehouse for the purpose of loading two 40-ft. trailers. These two drivers helped each other in loading both trailers. I am claiming 10 3/4 hours in the amount of \$80.12 (Sam Osher).

DECISION: (Committee Local Operations-Transcript Pgs. 104-112 / 5-12-71)
M/m/s/c/ that Sam Osher be paid four hours at the time and one-half rate, and the Company is instructed to post bulletins as necessary to comply with the jurisdictional awards granted to Local 357, as per Joint Western Committee Case No. 7-402.

Case # Local 357, Los Angeles, California, and
5-71-5947 Imperial Truck Lines

P & D Case #SC-4-1-8345: For and on behalf of David Smith for violation
Dispute of seniority. They brought in Sid Torres on 1/25/71, 1/26/71 and 1/27/71 ahead of David Smith. I am hereby claiming 3 hours in the amount of \$22.41.

Case #SC-4-1-8346: For and on behalf of Serifan Torres. On January 25, 26, and 27, 1971, the Company instructed me to come in to work one hour early each day before my regular bid starting time. My instructions were to report to work at 3:00 p.m. My regular bid starting time on the new bids is 4:00 pm, therefore I claim one hour at time and one-half, plus my 8 hour guarantee for January 25, 26, and 27, 1971, in the amount of \$22.41.

DECISION: (Committee Local Operations-Transcript Pgs. 56-70 / - 5-11-71)
M/m/s/c/ based on the facts presented in this case, the claim of the Union is denied.

Case # Local 357, Los Angeles, California, and
5-71-5948 Lee Way Motor

P & D For and on behalf of: R. D. Cota, C.J. Valverde, J. F. Ayres, K. C. Wrobel, R. D. Boqusa, and S. C. Perez. We were available for work and were not called in. We feel we are entitled to the hours worked by junior men, according to Article 50, Section 10, and Article 59, Section 3.

DECISION: (Committee Local Operations-Transcript Pgs. 1-12 / 5-10-71)
M/m/s/c/ based on the facts in this case, the claims of: R. D. Cota, C.J. Valverde, J. F. Ayres, K. C. Wrobel, and S. C. Perez are upheld. All other claims are denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 357, Los Angeles, California, and
5-71-5949 Navajo Freight Lines

P & D For and on behalf of: Ron Lash, Jack Arballo and Donald DuPuy.
Dispute We claim 4 hours pay for having Local 208 men working the
dock. This with some Local 357 men laid off since November,
1970.

DECISION: (Committee Local Operations-Transcript Pgs. 87-92 / 5-11-71)
M/m/s/c/ based on the guarantees provided for in the contract, the claim of the
Union be allowed.

Case # Local 357, Los Angeles, California, and
5-71-5950 Pacific Intermountain Express

P & D For and on behalf of: Warren Singleton. On February 1/71, I
Dispute reported for work at 1700 hours. I was allowed to clock in and
work for one hour and then was informed that I had to clock out
and could not work until I had changed my shoes. I had worn a
pair of tennis shoes. On this night, there was no possible way
to return home or change my shoes. I am requesting 7 hours
pay in the amount of \$35.37 1/2.

DECISION: (Committee Local Operations-Transcript Pgs. 120-130 / 5-12-71)
M/m/s/c/ based on the facts presented in this case, the claim of the Union be denied
and the Company is instructed to post a bulletin on the type shoes employees shall
wear.

Case # Local 357, Los Angeles, California, and
5-71-5951 Pacific Motor Trucking

P & D Case #SC-2-1-7948: For and on behalf of: Michael Chase.
Dispute On Monday, November 30/70, I went to work. While working my
supervisor told me I had to take my vacation and he did not want
to see me until the following Tuesday which would be December
8/70. My vacation started on November 30/70 which I was already
working. I was informed after we came back to work from the
walkout that we would not have to take a vacation unless we wanted
to. I informed my company that I did not want to take a vacation
this year. My supervisor stated I did not have any choice. I
consider this a layoff, not a vacation, because they did not inform
me ahead of time to make preparations with my family and also
financially. I am requesting pay from December 1/70 to December
12/70, in the amount of \$184.55.

Case #SC-2-1-7949: For and on behalf of: Jess Gomez, Jr.
I went to work on Monday, November 30, 1970, I was working when
Mr. Woodbury came up to me and asked me if I was supposed to
be on vacation. I told him that if he remembered I was not taking
my vacation; that I had told them in the office about 3 months ago.
Then he told me that I had to take it, to report to work next
Tuesday. I cannot see why I should take my vacation when they
did not even give me any notice. This is more like a layoff, no
money, no time to make plans. I am requesting pay from December
1, 1970 to December 7, 1970, in the amount of \$184.55.

DECISION: (Committee Local Operations-Transcript Pgs. 79-86 / 5-11-71)
M/m/s/c/ that the claim of the Union be denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 357, Los Angeles, California, and
5-71-5952 Santa Fe Trail Transportation Co.

Office Dispute For and on behalf of Local 357 members: On January 5/71, the Company bid their annual bids. The position of routing and blocking was deleted from the bids. Santa Fe took over complete operation of freight dock. The routing and blocking classification of work was being performed by a bargaining unit member of the railway clerks union. We request this position be posted for bid for Local 357.

DISPOSITION: Postponed.

Case # Local 357, Los Angeles, California, and
5-71-5953 Transcon Lines

P & D Dispute For and on behalf of: R. P. Freeny - violation of seniority. I am requesting 8 hours in the amount of \$37.68.

DECISION: (Committee Local Operations-Transcript Pgs. 113-119 / 5-12-71)
M/m/s/c/ that the claim of the Union be denied.

Case # Local 396, Los Angeles, California, and
5-71-5954 Atlantic Transfer

P & D Dispute Case #SC-1-1-7907: Local 396 on behalf of Howard H. Lawson is protesting Article 50, Section 10, and Article 52, Section 3, of the Pickup and Delivery Contract, and Article 6, Section 1, and Article 32, Section 1, of the National Master Freight Agreement.

"On November 12/70, a layoff notice was given to me to become effective November 16/70. I request to be compensated for the 16th, 17th, 18th, 21st, 22nd, 23rd, 24th and 25th, due to these days being regular work days. Also paid for the 26th and 27th of November due to these days being holidays. During the time of this layoff, Atlantic Transfer used approximately 20 lease drivers who performed various phases of loading and unloading trucks at Atlantic Transfer.

Case #SC-1-1-7908: Local 396 on behalf of William A. Davidson
"On November 12/70 I was given a layoff notice to become effective on November 16/70. I request to be compensated for the days noted - November 18th, 19th, 20th, 21st, 22nd, 25th, 28th and 29th, due to these days being regular work days. Also paid for the 26th and 27th as these days are holidays according to our contract.

DISPOSITION: Settled and Withdrawn.

Case # Local 396, Los Angeles, California, and
5-71-5955 Reliable Delivery Service

P & D Dispute Local 396 on behalf of Warren A. Maryland protests seniority violation. Requests to be compensated for the time that Richard B. Fetzner worked while Maryland was on layoff.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 439, Stockton, California, and
5-71-5956 Delta Lines

P & D Union claims 8 hours pay when non-bargaining employees per-
Dispute formed work on February 22, 1971.

DECISION: (Committee Local Operations-Transcript Pgs. 43-46 / 5-10-71)
M/m/s/c/ that based on the facts in this particular case, the senior laid off employee
be compensated four hours pay for the work in question.

Case # Local 448, Missoula, Montana, and
5-71-5957 Garrett Freightlines, Inc.

P & D Case #M-1103: Company refuses to pay P & D employee
Dispute Chatfield heavy-duty scale for driving highway equipment when
used in Missoula to deliver freight on November 30, 1970,
December 2, 1970, December 3/70, and December 4, 1970.

Case #M-1083: Employer refuses to pay heavy-duty pay to
P&D employee Merlin Smith.

DECISION: (Committee Local Operations-Transcript Pgs. 93-98 / 5-12-71)
M/m/s/c/ based on the facts in this particular case, the claim of the Union be
allowed.

Case # Local 492, Albuquerque, New Mexico, and
5-71-5958 Santa Fe Trail Transportation Co.

P & D Case #JSC-284: Money claim on behalf of Donald E. Jefferson,
Dispute November 16 and 17, 1970.

Case #JSC-288: Money claim on behalf of Jerry Jewell-12/21/70.

DECISION: (Committee Local Operations-Transcript Pgs. 71-78 / 5-11-71)
M/m/s/c/ that the claim of the Union be upheld.

Case # Local 690, Spokane, Washington, and
5-71-5959 Northern Pacific Transport

P & D Claiming 8 hours pay at the regular rate for Louis Weeks,
Dispute regular employee, who was not worked on February 5/71, and
the Company had persons other than bargaining unit personnel
doing pickup and delivery work in the City of Spokane.

DISPOSITION: Settled and Withdrawn.

Case # Local 692, Long Beach, California, and
5-71-5960 Griley Security Freight Lines

P & D John R. Chavez was laid off Monday night, 11/16/70, after his
Dispute regular shift not to report to work until further notice. Upon
arrival at Long Beach yard, he found that junior men had been
called in to work on Friday, November 20/70. We are requesting
that Mr. Chavez be compensated for the time rightfully due him.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # Local 692, Long Beach, California, and
5-71-5961 Signal Trucking Service

Office Dispute Local 692 takes the position that our member, Evelyn Markley, has seniority in the Proctor and Gamble Division of Signal Trucking. We are therefore protesting the Company attempting to force Mrs. Markley to work on work other than Proctor and Gamble Division work.

DECISION: (Committee Local Operations-Transcript Pgs. 47-55 / 5-11/71)
M/m/s/c/ Mrs. Markley shall perform whatever work she is qualified for, in addition to her normal assignment of P & G, and the agreement providing for a three-day work week is voided by this decision.

Case # Local 741, Seattle, Washington, and
5-71-5962 Silver Eagle Company

P & D Dispute Company takes the position they can start their local pickup and delivery and dock help at any place of their choice. We claim due to the fact that their terminal is 22 miles from Seattle that drivers or helpers should be compensated from that point.

DECISION: (Committee Local Operations-Transcript Pgs. 13-22 / 5-10-71)
M/m/s/ and Deadlocked based on the facts presented, the Company can properly instruct men to report to their presently established location in Seattle, and their time shall start upon reporting at that location and continue until returning to that location.

DECISION: (Main Committee - Transcript Pg. 509)
M/m/s/c/ the committee will retain jurisdiction in this case.

Case # Local 856, San Francisco, California, and
5-71-5963 Marathon Delivery Service

Office Dispute Seniority dispute. Lupe Salazar commenced work for the Company March 15, 1963. On June 2, 1970, she joined the Union. The Company gave her a seniority date of June 2, 1970. The Company had paid all fringe benefits in accordance with the agreement for a number of years.

DECISION: (Committee Local Operations-Transcript Pgs. 131-145 / 5-12-71)
M/m/s/c/ that Lupe Salazar's Company seniority date is March 15, 1963; and her seniority date for layoff and re-hire purposes is that date in April of 1970 to be determined by Company records showing her change in status .

Case # Local 741, Seattle, Washington, and
5-71-6094 Consolidated Freightways

P & D Dispute Case #3190 (U): Request workaround pay for David Pierre in the amount of 24 hours at the overtime rate when on 2/14, 2/28, and 3/14, he was not worked according to an agreement with the Company to rotate weekend work between the bid hostlers.

Case #3192 (U): Request workaround pay for Lyle D. Grody in the amount of 16 hours at the overtime rate when on 2/21/71 he was not worked according to an agreement with the Company to rotate weekend work between the bid hostlers.

DECISION: (Committee Local Operations-Transcript Pgs.23-30 / 5-10-71)
M/m/s/c/ that the claim be denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
5-71-6095 Sea Land Freight Service

P & D Protest the incidents where supervisory personnel have performed
Dispute bargaining unit work.

James Ryan moving carts on February 22nd and 26, 1971. Joe
Punos assisting in unloading flatbed on March 20, 1971. Bob
McMeekin assisting in closing a boxcar door on March 24, 1971.

Request the committee to instruct the Company to pay one hour
overtime to the senior man for each incident on the days in
question.

DECISION: (Committee Local Operations-Transcript Pgs. 170-176 / 5-13-71)
M/m/s/c/ based on the facts of the incidents involved, the Union's claim be denied,
however, the Company is cautioned to warn their Supervisors that they are to refrain
from performing bargaining unit work.

Case # Local 533, Reno, Nevada, and
5-71-6122 Delta Lines

P & D The Union claims that the Company changed starting times with-
Dispute out giving the 72 hour notice as required.

DECISION: (Committee Local Operations-Transcript Pgs. 197-202 / 5-13-71)
M/m/s/c/ that if a check of the records shows that the employees were notified of the
shift change at home after the end of their regular shift, then the claim of the Union be
allowed. Otherwise, the claim of the Union is denied.

Case # Local 208, Los Angeles, California, and
5-71-6136 Exley Express

P & D The Union claims Leonzo Esparsa was not worked on days he
Dispute was available and claims all monies earned by junior men who
worked in his place.

DECISION: (Committee Local Operations-Transcript Pgs. 203-212 / 5-13-71)
M/m/s/ and Deadlocked the claim of the Union be allowed.
DECISION: (Main Committee - Transcript Pg. 509)
M/m/s/c/ that the Company and the Union select a third impartial doctor and have the
man examined, and if he passes he be returned to work immediately with all back pay
less moneys earned elsewhere.

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

* * * * * Case # 5-71-5964 L-902

CECIL BAKER, member of Local 186, Santa Barbara, California. Employee of Griley Security Freight Lines. Request is for a period of 85 days, effective January 5, 1971, for the purpose of soliciting freight sales in the Oxnard area for the company. The company agrees to pay all fringe benefits during this period.

L-903 RALPH W. SMITH, member of Local 692, Long Beach, California. Employee of City Transfer, Inc. Request is for a period of 90 days, effective February 1, 1971, for the purpose of trying out for Supervisory position.

L-904 FRED FRANCISCO, member of Local 235, Orange, Calif. Employee of Hobbs Trucking Co. Request is for a period of 90 days, effective February 20, 1971, for the purpose of going into dispatching.

L-905 TEMPLE R. WEBB, member of Local 17, Denver, Colorado. Employee of T.I.M.E., DC., Inc. Request is for a period of 90 days, effective January 11, 1971, for the purpose of working in Local 17.
NOTE: Previous leave (90 days) granted Sept. 28/70 - See L-888 - #2-71-5768.

L-906 ELMER CARSON, member of Local 17, Denver, Colorado. Employee of Pacific Intermountain Express. Request is for a period of 12 days, effective February 1, 1971, for the purpose of doing dock foreman duties.

L-907 BURCH PINKERTON, member of Local 17, Denver, Colorado. Employee of Santa Fe Trails Transportation Co. Request is for a period of 90 days, effective January 11, 1971, for the purpose of working in Local 17.

L-908 CARL E. HOLT, member of Local 104, Phoenix, Arizona. Employee of Yellow Freight System. Request is for a period of 30 days, effective February 10, 1971, for the purpose of taking position outside the bargaining unit with company.

L-909 JAMES VOLLENDORFF, member of Local 741, Seattle, Wash. Employee of Silver Eagle Company. Request is for a period of 60 days, effective April 1, 1971, for the purpose of taking salaried position with company.

L-910 LUCILLE A. ALBANO, member of Local 357, Los Angeles, California. Employee of T.I.M.E., DC., Inc. Request is for a period of 90 days, effective March 29, 1971, for the purpose of accepting exempt position (confidential secretary) with the company.

L-911 HARVEY MACKEY, member of Local 208, Los Angeles, Calif. Employee of Union Terminal Warehouse. Request is for a period of 90 days, effective March 15, 1971, for the purpose of relieving dispatcher intermittently as needed.

(Continued on Following Page)

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

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Case # L-912 ANGELO ANZALONE, member of Local 208, Los Angeles, California. Employee of Union Terminal Warehouse. Request is for a period of 90 days, effective March 15, 1971, for the purpose of relieving dispatcher intermittently as needed.

L-913 WALTER SCHMIDT, JR., member of Local 208, Los Angeles, California. Employee of Union Terminal Warehouse, Request is for a period of 90 days, effective March 15, 1971, for the purpose of relieving dispatcher intermittently as needed.

L-914 PAUL A. STOVER, member of Local 208, Los Angeles, Calif. Employee of Union Terminal Warehouse. Request is for a period of 90 days, effective March 15, 1971, for the purpose of relieving dispatcher intermittently as needed.

L-915 HAROLD COOK, member of Local 208, Los Angeles, Calif. Employee of Burton Truck & Transfer Company. Request is for a period of 90 days, effective April 7, 1971, for the purpose of dispatching intermittently as needed.

L-916 JOHN ALMASI, member of Local 357, Los Angeles, Calif. Employee of Wescar Terminals, Inc. Request is for a period of 90 days, effective May 3, 1971, for the purpose of accepting non-covered position (Supervisor).

L-917 MILLARD BLACK, member of Local 357, Los Angeles, Calif. Employee of T.I.M.E., DC. Inc. Request is for a period of 90 days, effective April 16, 1971, for the purpose of accepting position as Office Manager.

L-918 WILLIAM WEAVER, member of Local 357, Los Angeles, Calif. Employee of Imperial Truck Lines. Request is for a period of 90 days, effective May 3, 1971, for the purpose of trying out for non-classified position.

L-919 JOHN ESSLINGER, member of Local 208, Los Angeles, Calif. Employee of Willig Freight Lines. Request is for a period of 90 days, effective April 5, 1971, for the purpose of working on the sales force for company.

DECISIONS: (Committee Local Operations-Transcript Pgs. 260-261/ 5-14-71)
The above Leaves of Absence were all approved at the May, 1971 JWAC Meeting with the following decision concerning L-905 and L-907:

DECISION: (Committee Local Operations-Transcript Pg. 261)
The Leaves of Absence on L-905 and L-907. Based on the unusual situation existing in this case, the request be granted and such subsequent leaves as necessary, until the situation has been alleviated.

MAIN COMMITTEE

ALTERNATE MAIN COMMITTEE

JOINT COUNCIL #7 CASES

THESE CASES APPEAR IN NUMERICAL ORDER

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
2-8-3562 Ringsby Truck Lines

Joint Council #7 Dispute The Company is trapping American President Lines vans at the consignee or shippers in Local 70 jurisdiction. The shipper or consignee is loading or unloading the freight.

The Union's position was that the driver should remain with the van.

DISPOSITION: Postponed.

Case # Local 85, San Francisco, California, and
2-8-3580 Delta Lines, Inc.

Joint Council #7 Dispute Whether or not air freight picked up at the airport is, or is not, connecting carrier freight.

DISPOSITION: Postponed.

Case # Encinal Terminal Container Division, and
2-9-4374 Local 85, San Francisco, California

Joint Council #7 Dispute It was the position of the Union that the Company cannot pick and drop with Local 70 men within Local 85's jurisdiction.

DISPOSITION: Postponed.

Case # Local 287, San Jose, California, and
2-9-4376 Pacific Motor Trucking

Joint Council #7 Dispute Union claims consignee cannot put loaded pallets on their rollers for one driver to push into van and hand stack same.

DISPOSITION: Withdrawn.

Case # Local 255, Portland, Oregon, and
8-9-4732 Consolidated Freightways

Automotive Dispute Local 255 is in dispute with Consolidated over a change of hours for shift premium pay for the Parts Room Employees.

DISPOSITION: Withdrawn without prejudice.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 287, San Jose, California, and
8-9-4809 Interstate Motor Lines

Joint Shippers/Consignees Fork Lift entered a van with palletized
Council #7 freight which was then unstacked by hand from the pallets and
Dispute restacked by hand in the trailer.

Union requests: "Company be instructed to cease and desist
this practice."

DISPOSITION: Withdrawn.

Case # Local 85, San Francisco, California, and
2-70-5164 Pacific Motor Trucking

Joint Night hostler picked up freight at the Air Freight Terminals at
Council #7 San Francisco Airport. Is this payable at 1 1/2 overtime as pick-up
Dispute and delivery outside of regular daylight hours?

DISPOSITION: Postponed.

Case # Local 85, San Francisco, California, and
8-70-5502 Pacific Motor Trucking

Joint Union claims all employees of Company to be paid full days pay
Council #7 for May 14, 1970, or difference of 7 1/2 hours pay.
Dispute

DISPOSITION: Settled and Withdrawn.

Case # Local 287, San Jose, California, and
8-70-5508 Western Gillette, Inc.

Joint Money claim for men who punched in and did not finish the day.
Council #7 Union requesting the employees that went to work receive the
Dispute difference in pay for a full day.

DISPOSITION: Postponed.

Case # Local 81, Portland, Oregon, and
11-70-5571 United-Buckingham Freightlines

O-T-R Local 81 is filing for E. E. Henderson two runaround claims denied
Dispute by the Company when they failed to dispatch properly. They are
on July 1/70 for \$33.76, and August 18, 1970 in the amount of \$42.06.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
11-70-5592 McCracken Brothers Motor Freight

O-T-R Local 81 is disputing the Company's violation of the short line
Dispute agreement. This dispute is filed on behalf of Robert G. Carnes
and we are asking for 3 1/2 hours on July 12/70, and 3 hours on
July 19/70, for the same short line violation.

DISPOSITION: Postponed.

Case # Local 468, Oakland, California, and
11-70-5648 Transcon Lines

Warning Gerald Cohen was issued a warning letter on June 10, 1970 for
Letter preventable accident.

DISPOSITION: Postponed.

Case # Local 741, Seattle, Washington, and
11-70-5650 Sea Land Freight Service

Warning Protest warning notices issued on May 25th and 26th concerning
Letter incidents occurring on May 20, 1970 to the following employees:

Robert L. Ennis	Dennis J. Raymond
Rex L. Cook	Marvin N. Kinunen
Jack B. Coffin	Melvin Gredig

DISPOSITION: Moot - Over 90 days old.

Case # Local 85, San Francisco, California, and
11-70-5652 Matson Terminals

O-T-R Union claims that Matson Terminals ceased a portion of their
Dispute operations and subbed it out to Jones Stevedoring. This resulted
in loss of employment for three teamsters. Union requests that
men retain their seniority.

DISPOSITION: Settled and Withdrawn.

Case # Local 17, Denver, Colorado, and
2-71-5736 I. M. L. Freight, Inc.

P & D Harlen Kelly states: On September 21/70, I. M. L. brought in a
Dispute casual at 9:00 a.m. and he hosted in the yard to 5:30 p.m. I
signed for Monday to drive on my premium day and was not
notified to come in and work. This casual's name is Al Gallegos.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Pacific Motor Trucking, and
2-71-5769 All Local Unions

Master Interpretation In view of our use of piggyback service during the year 1955 it would appear that PMT would be exempt from the payment of the \$5.00 charge on trailers currently being moved over the same routes that were in existence in 1955.

DECISION: (Main Committee - Transcript Pgs. 415-418/ - 5/14/71)
~~M/m/s/c/~~ based on the Rider submitted plus the letter from Mr. Mohn and the letter from Mr. Hoffa, PMT is exempt from the \$5.00 payment.

Case # Local 81, Portland, Oregon, and
2-71-5775 United-Buckingham Freightlines

O-T-R Dispute Local 81 is protesting the dispatch of Gene Henderson on August 5/70. Mr. Henderson's original dispatch read Blaine-Portland via Bellingham and Seattle, then on arrival in Seattle, they changed the dispatch orders and sent him to Yakima.

DISPOSITION: Settled and Withdrawn.

Case # Local 224, Los Angeles, California, and
2-71-5782 Ringsby Truck Lines

O-T-R Interpretation Local 224 on behalf of Andrew H. Rodgers and all affected drivers requests an interpretation on the decision of JWAC Case #2-71-5782.

DISPOSITION: Withdrawn.

Case # Local 224, Los Angeles, California, and
2-71-5785 Pacific Motor Trucking

O-T-R Interpretation Local 224 on behalf of William H. Pike and all affected drivers requests the committee to interpret the decision of Case #2-71-5785.

DECISION: (Main Committee - Transcript Pgs. 155-157/ - 5/11/71)
~~M/m/s/c/~~ the clarification is, if the men claim over 30 minutes for check and fuel time they must itemize all time claimed. If they claim 30 minutes or less for check and fuel time it need not be itemized.

Case # Local 386, Modesto, California, and
2-71-5794 Yolo Transport

O-T-R Dispute Union claims pay for 7 men when Company failed to dispatch them.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
2-71-5796 All-Trans Express

Master Dispute Company is paying line scale on certain runs, claims is true short line and should be paid as such.

DISPOSITION: Postponed.

Case # Local 483, Boise, Idaho, and
2-71-5798 United-Buckingham Freightlines

O-T-R Dispute The Union, on behalf of Boise-domiciled extra board line driver Stan Har (presently on layoff) claims runarounds on the following dates: 8/20/70, 8/31/70, 9/2/70, 9/10/70 and 9/24/70.

DISPOSITION: Settled and Withdrawn.

Case # Local 961, Denver, Colorado, and
2-71-5807 Pacific Intermountain Express

Master Dispute Paul E. Dillow states: I received a letter of furlough from P.I.E. dated November 3, 1970 to be effective October 31, 1970. This letter states the furlough is due to lack of business. I feel this layoff is unjust due to the fact in the past 30 days, I grossed \$787.73. I was off a week due to a death in the family. I request to be returned to work immediately as this layoff is not warranted and is in violation of Article 5, Section 4.

DISPOSITION: Withdrawn.

Case # Local 961, Denver, Colorado, and
2-71-5809 Santa Fe Trail Transportation Co.

O-T-R Dispute Billy J. Simpson states: The driver on Schedule 204, home terminated in Pueblo was on vacation. I was first out and should have pulled this schedule which goes on duty at 3:00 p.m. but I was held until 8:15 p.m. to pull an extra south. Therefore I am claiming 5 1/4 hours runaround time.

DISPOSITION: Settled and Withdrawn.

Case # Local 961, Denver, Colorado, and
2-71-5810 Santa Fe Trail Transportation Co.

O-T-R Dispute Bruce Littreel states: I arrived at Pueblo November 13, 1970 and off duty 4:15 a.m. November 13, 1970. I was not dispatched until 9:00 a.m. November 14, 1970. I claim 8 hours layover pay I was not assigned to the Pueblo board. I was only there temporarily due to another driver being off sick. Anytime this has happened in the past, the driver has always been paid for all time spent.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
2-71-5815 Yellow Freight System

Discharge Dennis Love protests his termination notice dated September 2, 1970 and asks to be returned to work with full seniority and all monies due him.

DISPOSITION: Settled and Withdrawn.

Case # Local 17, Denver, Colorado, and
2-71-5824 Garrett Freight Lines

Warning Robert L. Hill protests the warning letter of December 1970
Letter as unjust.

DISPOSITION: Settled and Withdrawn.

Case # Local 17, Denver, Colorado, and
2-71-5825 Garrett Freight Lines, Inc.

Warning Robert Hill protests warning letter of December 2, 1970 as
Letter unfair.

DISPOSITION: Settled and Withdrawn.

Case # Local 17, Denver, Colorado, and
2-71-5826 Garrett Freight Lines

Warning Raymond Leach protests warning letter as unfair. Letter dated
Letter December 11, 1970.

DISPOSITION: Settled and Withdrawn.

Case # Local 57, Eugene, Oregon, and
2-71-5828 Trans-Western Express

Warning Local 57 is protesting the warning letter issued to Charles Imus
Letter on December 16, 1970.

DISPOSITION: Postponed.

Case # Local 85, San Francisco, California, and
2-71-5834 I. M. I. Freight, Inc.

Joint Union requests one day's pay for man on layoff out of the hiring
Council # 7 hall.
Dispute

DECISION: (Main Committee - Transcript Pgs. 238-242 / - 5/12/71)
M/m/s/c/ the claim of the Union be denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 287, San Jose, California, and
2-71-5838 Pacific Intermountain Express

Joint Union requests that Gerald Durham should be compensated the
Council #7 difference between what he made on the day in question and what
Dispute Paul Tribon was paid.

DISPOSITION: Settled and Withdrawn.

Case # Local 357, Los Angeles, California, and
2-71-5856 Hopper Truck Lines

Sub- For and on behalf of: Carl Stanoyevic - violation of Article 32,
Contracting Section 1.

Hopper Freight Lines has been farming out freight while laid off
employees are laid off and not working. We feel that we should
have first choice on the freight that is sub-contracted to G. I.
Trucking, G & H Trucking and Bott Trucking, Same Day Delivery
Service and others. We are asking for all back pay while Hopper
is sub-contracting freight.

DISPOSITION: Postponed.

Case # Local 357, Los Angeles, California, and
2-71-5857 O. N. C. Motor Freight System

Sub- For and on behalf of: Carl Stanoyevic and employee members.
Contracting Violation of Article 32, Section 1. O.N.C. has been farming
out freight while men are on layoff status. We feel we should
have first choice on the freight that is sub-contracted to G. I.
Trucking, G & H Trucking, Bott Trucking and Same Day Delivery
Service and others. We are asking for all back pay while O.N.C.
is sub-contracting freight.

DISPOSITION: Postponed.

Case # Inland Cities Express
2-71-5861 Sackett Transportation Company - and
Local 467, San Bernardino, California

O-T-R JWAC has record of Case #2-71-5861 including hearing transcript
Clarification of February 11, 1971 which is made part hereof, and decision -
"that these men be paid the difference between what they earned
per week and two round trips, Riverside-Red Bluff, plus four
hours work time." No determination as to time period, personnel
or other factors as set out in Company's Attorney's letter of
April 6, 1971.

This application for grievance requests a reconsideration of the
original decision for guidance of Company and Union in that
Company contends men involved lost no wages during the last
six months of 1970 but, in fact, had increased wages.

DECISION: (Main Committee - Transcript Pgs. 60-63 / - 5/10/71)
M/m/s/c/ that this case be referred to a sub-committee of two people, namely, Jack
Crotty from the Union and Bill McDougald from the Employer's side, to work out the
formula for pay claims in line with this committee's previous decision, and the decision
of the sub-committee will be final and binding on both parties.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and
2-71-5868 Owens Illinois

Joint Employee C. Harlan was off on sick leave November 4th and 5th, Council #7 1970. He has used 12 days of his sick leave since 4-1-70. However, since employees are allowed to accumulate unused sick Dispute leave up to a maximum of 36 days as of 7-1-59, established anniversary date, Union feels Mr. Harlan should be paid for the second day he was off, namely, November 5, 1970.

DECISION: (Main Committee - Transcript Pg. .96 / - 5/11/71)
M/m/s/c/ that this case be referred to the Joint Council #7 Committee to be heard on its merits.

Case # Coast Drayage, and
2-71-5869 Local 70, Oakland, California

Joint Money claim by Coast Drayage against Local 70 for indulging in Council #7 illegal work stoppage and forcing Company to employ an extra Dispute man in violation of Article 47 of the Supplemental Agreement.

DECISION: (Main Committee - Transcript Pgs. 466-467 / - 5/14/71)
M/m/s/c/ the case be referred to the Joint Council #7 Labor-Management Committee to be heard on its merits.

Case # Local 45, Great Falls, Montana, and
2-71-5884 Consolidated Freightways

O-T-R Regular employee John Brutusky is on layoff and a driver from Dispute Burlington Northern was working in C. F. 's freight house helping to load out coffee on December 16 and 17, 1970. Claim is for two days pay.

DISPOSITION: Settled and Withdrawn.

Case # Local 17, Denver, Colorado, and
2-71-5887 Ringsby System

O-T-R Lige Lewis: I am filing on behalf of myself and Ed Franks when Dispute the Company merged the truck line together and they have refused to honor our seniority by allowing us to exercise our right to bump in on the hostler addendum, and we are filing for every day that the Company refuses this.

DISPOSITION: Withdrawn.

Case # Local 313, Tacoma, Washington, and
5-71-5944 United-Buckingham Freight Lines

P & D Workaround for Robin Rathbun who was laid off for lack of work. Dispute Line driver worked in Tacoma area (P & D). Claim 8 hours pay for February 3rd. Drivers name - John Van Zee , out of Littleton, Colorado, driving Kenworthy Tractor #463 - Flatbed Trailer #394 - load of general hardwood for Minnesota.

DECISION: (Main Committee - Transcript Pgs. 143-147 / - 5/11/71)
M/m/s/ and Deadlocked that the claim of the Union be upheld.
M/m/s/ and did not receive a majority vote "that this case go to Arbitration."

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 2, Butte, Montana, and
5-71-5965 Consolidated Freightways

O-T-R Refusal to pay check time as per rider to agreement.
Dispute

DISPOSITION: Withdrawn.

Case # Local 17, Denver, Colorado, and
5-71-5966 Ringsby United

Master Local 17 hereby protests the changed working conditions which
Dispute the above-named two employers (Ringsby and United-Buckingham)
have indicated will result from the merger and the combining of
the Company's terminals in Denver.

DISPOSITION: Withdrawn.

Case # Local 53, Bozeman, Montana, and
5-71-5967 Garrett Freightlines, Inc.

O-T-R On November 10, 1970 and November 24, Company used pick-up
Dispute and delivery drivers to perform over-the-road work between
Bozeman and Livingston, Montana. Union request 8 hours pay
on each date at the road scale for the top senior man.

DISPOSITION: Settled and Withdrawn.

Case # Local 57, Eugene, Oregon, and
5-71-5968 Pacific Motor Trucking Company

O-T-R Local 57 is claiming a runaround for Howard Shirley on the
Dispute following dates: November 18 thru November 23rd, November
26th thru November 30th, December 2nd thru December 3rd,
December 8th, December 24th, December 16, 17, 18, 19, and
21, 22. These were declined by C. J. Simmons December 30/70.

DECISION: (Main Committee - Transcript Pgs. 286-297 / - 5/12/71)
M/m/s/c/ based upon the previous changes of operations the Company is complying
with the drop and pick provisions of the contract, and the claim is denied.

Case # Local 70, Oakland, California, and
5-71-5969 Bigge Drayage Co.

Interpretation Local 70 is requesting an interpretation regarding meal allowance
and lodging.

DECISION: (Main Committee - Transcript Pgs. 43-46 / - 5/10/71)
M/m/s/c/ this is a factual case, not an interpretive case, and Joint Council #7, including
Local 70, was covered by the national settlement and the claim of the Union is upheld.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 70, Oakland, California, and
5-71-5970 Owens Illinois

Master Dispute Company is sub-contracting work which Union feels should rightfully be performed by Local 70 Teamsters.

DISPOSITION: Withdrawn without prejudice.

Case # Pacific Motor Trucking, and
5-71-5971 Local 70, Oakland, California

Master Dispute Company is requesting relief from paying rigging pay when no rigging work is being performed.

DECISION: (Main Committee - Transcript Pgs. 105-109 / - 5/11/71)
M/m/s/c/ that the men continue to be paid under the Maintenance of Standards as they have been in the past.

Case # Consolidated Freightways, and
5-71-5972 Local 81, Portland, Oregon

Master Dispute In accordance with Article 6, Section 1, of the National Master Freight Agreement, Consolidated Freightways is requesting relief from a Maintenance of Standards involving payment in the amount of five minutes for telephone calls being made by our Portland-based drivers. This five minutes is in addition to the one-half hour check and fuel.

DECISION: (Main Committee - Transcript Pgs. 243-247 / - 5/12/71)
M/m/s/c/ that the claim of the Company be denied.

Case # Local 81, Portland, Oregon, and
5-71-5973 Consolidated Freightways

O-T-R Dispute Local 81 is in dispute with Consolidated over their failure to pay Jack Griffey 45 minutes driving time on a trip from Portland to Klamath Falls. Under Article 55, Section 3, paragraph (b), Jack Griffey be paid 45 minutes additional driving time as the Company dispatched him from Portland to Klamath Falls. He had 8 hours and 45 minutes driving time. Twelve hours and 45 minutes over all time paid. The Company did not pay for the 45 minutes over the eight hours driving time.

DECISION: (Main Committee - Transcript Pgs. 248-251 / - 5/12/71)
M/m/s/c/ the claim of the Union be upheld.

Case # Local 81, Portland, Oregon, and
5-71-5974 Garrett Freightlines

O-T-R Dispute Local 81 is in dispute with Garrett over their failure to pay a runaround claim for sleeper team, Hilterbrand and Mueller, who were not dispatched in proper position.

DECISION: (Main Committee - Transcript Pgs. 53-59 / - 5/10/71)
M/m/s/c/ based on the facts presented the drivers be compensated one round trip to Emeryville.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon, and
5-71-5975 Inland Transportation Company

Tanker Local 81 is in dispute with the Company over their denial of a
Dispute pay claim for Larry Bently on a trip from Kennewick to Portland.
Amount of claim is for \$11.00.

DISPOSITION: Settled and Withdrawn.

Case # Local 81, Portland, Oregon, and
5-71-5976 McCracken Bros. Motor Freight

O-T-R Local 81's position is that the Employer shall pay for all time
Dispute spent in the service of the Employer, with the exception of meal
periods.

DISPOSITION: Settled and Withdrawn.

Case # Local 81, Portland, Oregon, and
5-71-5977 Nehalem Valley Motor Freight

O-T-R The Union contends that about three or four years ago there was
Dispute a Change of Operations which ruled that the bidding for town and
line positions would be off the regular seniority list with the
seniority merged to a common board. January 7/71, a new
position was put up for bid for a dock and driving job. Mr. Murphy
presently a line driver bid back on the dock, but the Company
stated that he was a line driver and as a line driver he could not
bid for a town position.

DISPOSITION: Settled and Withdrawn.

Case # Local 81, Portland, Oregon, and
5-71-5978 O. N. C. Motor Freight System

O-T-R Local 81 is in dispute with O. N. C. over their denial of a pay
Dispute claim for Milton Schrum, who was dispatched out of Coos Bay
to Portland via Medford.

DISPOSITION: Settled and Withdrawn.

Case # Local 81, Portland, Oregon, and
5-71-5979 Pacific Intermountain Express

Master Local 81 is in dispute with P. I. E. over their violation of Article
Dispute 29 and 32, of the Western States Area Master Freight Agreement
This grievance is for claims relating to Article 29, Section 4
of the National Master Freight Agreement involving the Company
piggybacking, and the drivers not being used.

DISPOSITION: Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
5-71-5980 Pacific Intermountain Express

O-T-R Local 81 is in dispute with P-I-E over their denial of Gerald
Dispute Pepper's runaround claim when he made a Umatilla turn and a
junior driver was dispatched to Spokane.

DISPOSITION: Settled and Withdrawn.

Case # Local 81, Portland, Oregon, and
5-71-5981 Pacific Intermountain Express

Master Local 81 is in dispute with the Company over the seniority rights
Dispute of Wayne Nelson and James Godfrey under Article 5 of the National
Master Freight Agreement.

DECISION: (Main Committee - Transcript Pgs. 458-465 / - 5/14/71)
M/m/s/c/ inasmuch as the contract provisions in effect at the time that the Change of
Operations in 1959 provided for terminal seniority, the employees' seniority dates of
February 10, 1960 were properly established and shall continue to be their line
seniority dates.

Case # Local 81, Portland, Oregon, and
5-71-5982 Pacific Motor Trucking

O-T-R Local 81 is in dispute with the Company over their denial of a
Dispute time claim for O. J. Ritter for 8 hours pay due to a change and
breakdown enroute.

DISPOSITION: Withdrawn.

Case # Local 81, Portland, Oregon, and
5-71-5983 Ringsby Pacific, Ltd.

O-T-R Local 81 is protesting the Company's use of leased equipment in
Dispute and out of Portland.

DISPOSITION: Postponed.

Case # Local 81, Portland, Oregon, and
5-71-5984 Sites Silver Wheel

O-T-R Local 81 is in dispute with the Company over their hosting equip-
Dispute ment into the Portland dock after making a drop of a solid load
at the end of their run.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 492, Albuquerque, New Mexico, and
5-71-6012 Navajo Freight Lines

O-T-R Money claims on behalf of J. W. Justice and M. J. Chamblee -
Dispute Trip Sheet No. 195833.

DECISION: (Main Committee - Transcript Pgs. 134-136/ - 5/11/71)
M/m/s/c/ that the claim of the Union be upheld.

Case # Local 492, Albuquerque, New Mexico, and
5-71-6013 Navajo Freight Lines

O-T-R Dispute over the amount of pay due when a driver from sleeper
extra board deadheads by plane and solos back home, and time-
liness on certain drivers.

DECISION: (Main Committee - Transcript Pgs. 137-142/ - 5/11/71)
M/m/s/c/ the claim of the Union be denied.

Case # Local 495, Los Angeles, California, and
5-71-6014 National Car Rental System, Inc.

Automotive Local 495 on behalf of Gene Crysel claims all monies lost due
Shop to runaround on January 29, 1971.

DISPOSITION: Settled and Withdrawn.

Case # Local 533, Sparks, Nevada, and
5-71-6015 Garrett Freightlines

O-T-R Union claims two hour call not given when Company cancelled run.
Dispute Driver has set departure time of 9:00 a.m. and requires one
hour for preparation before leaving.

DISPOSITION: Withdrawn.

Case # Local 533, Sparks, Nevada, and
5-71-6016 Wells Cargo

O-T-R Union claims 8 hours pay for 2 senior men available or on layoff
Dispute February 25, 1971, when 2 Sacramento to Reno bid men pulled
trips to Port Chicago.

DECISION: (Main Committee - Transcript Pgs. 304-310/ - 5/13/71)
M/m/s/c/ based on the facts in this case the claim of the Union be denied.

Case # Local 533, Sparks, Nevada, and
5-71-6017 Wells Cargo

O-T-R Union claims in the past the Company has always allowed four men
Dispute off on vacation at one time. Union claims past practice.

DISPOSITION: Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 547, Los Angeles, California, and
5-71-6018 Farmer Bros. Coffee

O-T-R The accusation of the Company contained in their letter is not
Dispute factual and the grievant (Austin Ray Burgin) should be made
whole in all respects.

DISPOSITION: Referred to Southern California Joint State Committee to be heard
on its merits.

Case # Local 670, Salem, Oregon, and
5-71-6019 Pacific Intermountain Express

O-T-R Local 670 is in dispute with P-I-E over the denial of runaround
Dispute claims for L. D. Thompson, Albert Hausman, Ed Willaby, Howard
Brown, Frank Chamberlin, Joseph Lambuth, and Robert Logan.
The Union is taking the position that the Company is trying to by-
pass Ontario.

DECISION: (Main Committee - Transcript Pgs. 111-115 / - 5/11/71)
~~M/m/s/c/~~ based on the fact this was not covered in the Change of Operations, four
men are entitled to four hours pay each. The Company and the Union are directed
to determine which four men.

Case # Local 670, Salem, Oregon, and
5-71-6020 Pacific Intermountain Express

O-T-R Local 670 is in dispute with the Company over their denial of a
Dispute claim for Robert A. Frost. Mr. Frost's original dispatch point
was Seattle, but he was paid only from Ontario to Yakima.

DISPOSITION: Settled and Withdrawn.

Case # Local 690, Spokane, Washington, and
5-71-6021 Consolidated Freightways

O-T-R The Company is asking for relief from a seniority dispatch road
Dispute board in Spokane.

DISPOSITION: Postponed.

Case # Local 690, Spokane, Washington, and
5-71-6022 Consolidated Freightways

O-T-R Requesting one-half hour check time for Bill Standage on February
Dispute 2nd and one-half hour check time on February 3, on trips Spokane
to Butte, Butte to Spokane. Also asking that the Company continue
to pay the one-half hour check time to all drivers per tour of duty,
domiciled in the Spokane terminal.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Consolidated Freightways, and
5-71-6023 Local 741, Seattle, Washington

Master Dispute In accordance with Article 6, Section 1, of the National Master Freight Agreement, Consolidated Freightways is requesting relief from the Joint Area Grievance Committee from a Maintenance of Standards involving a seniority dispatch at our Seattle terminal.

DISPOSITION: Postponed.

Case # Local 741, Seattle, Washington, and
5-71-6024 Consolidated Freightways

O-T-R Dispute It is the position of Local 741 that Consolidated Freightways under Article 6 of the National Master Freight Agreement is obligated to pay 1/2 hour guaranteed check time on all line runs including new runs.

DISPOSITION: Settled and Withdrawn.

Case # Local 741, Seattle, Washington, and
5-71-6025 Garrett Freightlines

O-T-R Dispute Local 741 requests Garrett Freightlines pay D. A. Johnson and other drivers mileage and hours plus motel and meals when Company required drivers to lay enroute when they had hours available.

DISPOSITION: (Main Committee - Transcript Pgs. 64-71 / - 5/10/71)
Settled and Withdrawn.

Case # Local 883, Hood River, Oregon, and
5-71-6026 Silver Wheel Freightlines

O-T-R Dispute Local 883 is in dispute with the Company over a runaround on behalf of Giles Thornton. The run was cancelled out by the Company on February 5, 1971, and his run was pulled by James Rowlee.

DECISION: (Main Committee - Transcript Pgs. 362-374 / - 5/13/71)
M/m/s/c/ the claim of the Union be upheld.

Case # Consolidated Freightways, and
5-71-6027 Local 961, Denver, Colorado

Master Dispute In accordance with Article 6, Section 1, of the National Master Freight Agreement, Consolidated Freightways is requesting relief from a Maintenance of Standards involving our Denver road operation in the application of Rider #287. The intent of this rider was to require the Company to pay an additional 7/10ths of a mile for doubles when operating between Denver on the one hand, and Casper and Cheyenne on the other. The Company has also been paying this premium on operations other than to Cheyenne and Casper.

DECISION: (Main Committee - Transcript Pgs. 82-83 / - 5/11/71)
M/m/s/c/ seven-tenths of a cent per mile premium does not apply to the Denver-Rock Springs run from this date forward.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 961, Denver, Colorado, and
5-71-6028 I. M. L. Freight, Inc.

O-T-R Mel Dunn claiming 8 hours premium pay for not being called in
Dispute when sub-contractor was washing trucks on Saturday, March 13/71.

Bill Cohin claiming 4 hours early call-in same date, same reason.

Dominic Castillo claiming 4 hours early call-in same date, same reason.

DISPOSITION: Settled and Withdrawn.

Case # Local 961, Denver, Colorado, and
5-71-6029 Navajo Freight Lines, Inc.

O-T-R Warlena Carlis states: Company has refused to let me return
Dispute to work. My doctor released me as of March 18/71 to return
to work. I request that I be returned to work immediately and paid
for all regular shifts that I missed by not being allowed to work.

DISPOSITION: Settled and Withdrawn.

Case # Local 961, Denver, Colorado, and
5-71-6030 Ringsby System

O-T-R Claim for abuse of free time. Leon Latham and Robert Penman:
Dispute We arrived in Sacramento at 0:58 a.m. on the 25th of August. We were
relieved of duty and told there were no loads.

DISPOSITION: Settled and Withdrawn.

Case # Local 961, Denver, Colorado, and
5-71-6031 Ringsby System

O-T-R R. J. Penman: We were dispatched from Denver to Oakland on
Dispute August 9th at 9:30 P.M., with trailers #26-935 and #27-123.
Truck #3268 left Denver sometime later. On arriving Oakland
August 11th at 11:00 a.m., some 37 1/2 hours later, we found
truck #3268 ready to leave Oakland for Denver. This caused us
to lay in Oakland 18 hours of which the Company has paid us six
hours. The working rules say we have 40 hours to run Oakland
from Denver, therefore, we claim 12 hours runaround.

DISPOSITION: Settled and Withdrawn.

Case # Local 961, Denver, Colorado, and
5-71-6032 Santa Fe Trail Transportation Co.

O-T-R Gene M. Cox states: November 16/70, 6:30, dock hand Hutton
Dispute was sent to Santa Fe, New Mexico on #207, returned on #208
(this is my bid run). I was home and available with 19 hours, 30
minutes to pull this run.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 961, Denver, Colorado, and
5-71-6033 Santa Fe Trail Transportation Co.

O-T-R Ray E. Kittinger states: I am on a bid run 301-302 Denver to
Dispute Lamar, layover and return. I am on duty in Denver at 10:00 pm
I was called and cancelled on December 16, 1970. Company ran
an extra from Wichita to Pueblo, operator Davis. The Company
also ran an extra from Denver, #X-336, tractor #788, trailer
#UB-20457. This was Hutchinson, Kansas load. Uneven extra
board operator Shaw pulled Hutchinson, Kansas load to Pueblo
and operator Davis pulled load to Hutchinson. The load was
loaded even before I was cancelled.

DISPOSITION: Settled and Withdrawn.

Case # Local 961, Denver, Colorado, and
5-71-6034 Santa Fe Trail Transportation Co.

O-T-R Edgar Baker, Jr. states: I am on a bid run from Lamar, Colorado
Dispute to Garden City, Kansas and return. I was called and cancelled
on December 17, 1970. The Company then ran an extra from
Garden City (Wichita extra) thru Lamar and an extra from Lamar
to Garden City (Denver extra).
I believe it is a violation of the agreement to run an extra over
the same route as my bid run, with me cancelled.

DISPOSITION: Settled and Withdrawn.

Case # Local 962, Medford, Oregon, and
5-71-6035 East Texas Motor Freight

O-T-R The Union contends that the Company is violating the contract
Dispute over a past practice involving their paying check time.

DISPOSITION: Withdrawn.

Case # Local 962, Medford, Oregon, and
5-71-6036 Consolidated Freightways

O-T-R Local 962 is in dispute with Consolidated over violation of Article
Dispute 40, Section 3, of the Western States Over-The-Road Supplemental
Agreement, and is claiming 24 hours pay at time and one-half
for Andy Lynch.

DISPOSITION: Withdrawn without prejudice.

Case # Local 983, Pocatello, Idaho, and
5-71-6037 Garrett Freightlines

O-T-R Pocatello sleeper team Gross and Thompson contend that they
Dispute should be paid on an hourly basis on a sleeper run from Pocatello
to Portland on January 8-10, 1971 because adverse weather
conditions caused their highway speed to be slower than usual.

DECISION: (Main Committee - Transcript Pgs. 47-52 / - 5/10/71)
M/m/s/c/ that the claim of the Union be denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 983, Pocatello, Idaho, and
5-71-6038 Garrett Freightlines

O-T-R Dispute Pocatello extra board driver Duane Thornton is claiming reimbursement for court costs and expenses under the provisions of Article 36, Section 1, of the Western Master Freight Agreement in connection with a citation and court appearance for pulling an over-length load (set of triples) from Idaho Falls to Pocatello.

DECISION: (Main Committee - Transcript Pgs. 84-95 / - 5/11/71)
~~M/m/s/c/~~ based on the facts, the claim of the Union be denied.

Case # Local 81, Portland, Oregon, and
5-71-6039 Pacific Intermountain Express

Suspension Local 81 is in dispute with P-I-E over the suspension of Wayne E. Robins on March 15/71 for not having a haircut. Wayne Robins was suspended for five full days for the way his hair was cut; he reported for work and was sent home. The Union submitted pictures to substantiate their claim, that his hair did comply with P-I-E's policy, which is off the ears, and off the collar, before and after having haircut.

DECISION: (Alternate Main Committee-Transcript Pgs. 49-58 / 5-11-71)
~~M/m/s/c/~~ based on the evidence presented, we do not feel the Company rule was violated; therefore, Wayne Robbins and Stephen Murphy be compensated for forty (40) hour each for time lost. NOTE: Cases #5-71-6039 and #5-71-6040 were heard together.

Case # Local 81, Portland, Oregon, and
5-71-6040 Pacific Intermountain Express

Suspension Stephen Murphy was suspended for five full days for the way his hair was cut. He reported to work and was sent home. He also told the Company he would get his haircut the following Friday which was payday. The Union submitted pictures to substantiate their claim that his hair did comply with P-I-E. policy of off the ears, and off the collar, before and after having haircuts.

DECISION: The decision in Case #5-71-6039 applies.

Case # Local 81, Portland, Oregon, and
5-71-6041 Pacific Intermountain Express

Suspension Local 81 is in dispute with P-I-E over their suspension of Lloyd Hannan on March 22, 1971, for failure to remove his hood for "hair inspection."

DECISION: (Alternate Main Committee-Transcript Pgs. 59-64 / 5-11-71)
~~M/m/s/c/~~ based on the facts that the request of the Company was reasonable, the claims of the Union are denied.

NOTE: Cases #5-71-6041 and #5-71-6056 were heard together.

Case # Local 357, Los Angeles, California, and
5-71-6042 Wescar Terminals

Suspension For and on behalf of: William Casas and Al Loquet. Filing for all money and time lost resulting from this suspension (one week effective December 17, 1970).

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon, and
5-71-6043 Consolidated Freightways

Discharge Local 81 wishes to protest the termination of George Jackson.

DECISION: (Alternate Main Committee-Transcript Pgs. 78-87 / 5-12-71)
M/m/s/c/ that the discharge be reduced to a suspension, that he be returned to work sixty days following his release from the doctor with full seniority and no compensation.

Case # Local 81, Portland, Oregon, and
5-71-6044 Exley Express, Inc.

Discharge Local 81 is protesting the discharge of Jerry York by Exley Express for dishonesty relating to employment.

DECISION: (Main Committee - Transcript Pg . 413 / - 5/14/71)
M/m/s/c/ that Jerry York's discharge be changed to a suspension without pay and that he be returned to work on June 1, 1971.

Case # Local 81, Portland, Oregon, and
5-71-6045 Exley Express

Discharge Local 81 is protesting the discharge of John Weir by Exley Express on April 5, 1971 for dishonesty.

DECISION: (Main Committee - Transcript Pg. 414 / - 5/14/71)
M/m/s/c/ that the discharge of John Weir be changed to a suspension without pay and that he be returned to work on May 18, 1971.

Case # Local 81, Portland, Oregon, and
5-71-6046 Pacific Motor Trucking

Discharge Local 81 is protesting the discharge of P. D. Bowen by P. M. T. on February 22, 1971.

DECISION: (Alternate Main Committee-Transcript Pgs. 102-128 / 5-13-71)
M/m/s/ and Deadlocked that the discharges be sustained.
NOTE: Cases #5-71-6046 and #5-71-6047 were heard together.

Case # Local 81, Portland, Oregon, and
5-71-6047 Pacific Motor Trucking

Discharge Local 81 is protesting the discharge of Patrick Pankratz by P. M. T. on February 22, 1971.

DECISION: The decision in Case #5-71-6046 applies.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 190, Billings, Montana, and
5-71-6048 Garrett Freightlines, Inc.

Discharge Local 190 requests Dennis Poore be reinstated with full seniority, all fringes paid and reimbursed for all lost wages from January 21, 1971 to date.

DECISION: (Main Committee - Transcript Pgs. 428-434/ - 5/14/71)
M/m/s/c/ that the discharge be sustained.

Case # Local 208, Los Angeles, California, and
5-71-6049 Shippers Express Company

Discharge Sammie Walton protests termination notice dated January 29/71 for alleged violation of Rule #18, improper action of employee resulting in overshort and damage.

DECISION: (Alternate Main Committee-Transcript Pgs.21-32/ 5-11-71)
M/m/s/c/ that the discharge be upheld.

Case # Local 208, Los Angeles, California, and
5-71-6050 Signal Trucking Service, Ltd.

Discharge Norman Bates protests his termination of March 3, 1971 as being unfair and unjust and requests that he be placed on suspension until able to fulfill requirements of applicable law or laws.

DECISION: (Alternate Main Committee-Transcript Pgs.33-41/ 5-11-71)
M/m/s/c/ based on the facts in this case, the discharge stands.

Case # Local 222, Salt Lake City, Utah, and
5-71-6051 Consolidated Freightways

Discharge Local 222 protests the discharge of Steven T. Berthold dated March 16, 1971 for failing to report for work at the midnight shift, 00:01 March 14, 1971.

DISPOSITION: Settled and Withdrawn.

Case # Local 224, Los Angeles, California, and
5-71-6052 Western Gillette, Inc.

Discharge Local 224 on behalf of Joseph Parisi protests his discharge as of January 21, 1971 (notice dated January 28/71) for alleged recklessness resulting in a serious accident.

DECISION: (Alternate Main Committee-Transcript Pgs.88-101/ 5-12-71)
M/m/s/c/ that the discharge be sustained.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 396, Los Angeles, California, and
5-71-6053 Atlantic Transfer

Discharge Local 396 on behalf of Murray Schwartz, protests his discharge. There was no customer complaint by F & B Incorporated. Put back to work with full seniority and all back pay.

DECISION: (Alternate Main Committee-Transcript Pgs. 143-165 / 5-14-71)
M/m/s/c/ that the discharge of Mr. Murray Schwartz be reduced to a suspension, and that he be returned to work Monday, May 17th in his rightful seniority position, and any money claim be denied.

Case # Local 692, Long Beach, California, and
5-71-6054 Lodi Truck Service

Discharge Local 692 protests the termination of our member, Vince Procopio on February 8, 1971, allegedly a voluntary quit.

DECISION: (Alternate Main Committee-Transcript Pgs. 2-20 / - 5-11/71)
M/m/s/c/ that the discharge be reduced to a 45-day suspension; that Procopio be compensated for all time lost over the 45 days, less moneys earned elsewhere during that period of time, and that he be returned to work on his next regular shift, commencing May 12th.

Case # Local 962, Medford, Oregon, and
5-71-6055 East Texas Motor Freight

Discharge Local 962 is protesting the discharge of Edgar Marion by East Texas Motor Freight.

DISPOSITION: Postponed.

Case # Local 81, Portland, Oregon, and
5-71-6056 Pacific Intermountain Express

Warning Local 81 is protesting the warning letter issued to Lloyd Hannan Letter on February 26, 1971, also one on March 16, 1971.

DECISION: The decision in Case #5-71-6041 applies.

NOTE: Cases #5-71-6041 and #5-71-6056 were heard together.

Case # Local 190, Billings, Montana, and
5-71-6057 Garrett Freightlines

Warning Local 190 requests warning letter be withdrawn issued to James Letter E. Davis, February 16, 1971.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 190, Billings, Montana, and
5-71-6058 Garrett Freightlines, Inc.

Warning Local 190 requests the warning letter dated January 25, 1971 to
Letter Vic Bachmeier be withdrawn.

DISPOSITION: Postponed.

Case # Local 190, Billings, Montana, and
5-71-6059 United-Buckingham Freightlines

Warning Local 190 is protesting the warning letter issued to driver Bell.
Letter

DISPOSITION: Postponed.

Case # Local 208, Los Angeles, California, and
5-71-6060 Milne Truck Lines, Inc.

Warning Alleged accident was caused by faulty equipment and not the
Letter negligence of the operator and request that Company remove
this warning notice issued March 1, 1971 to Willard Bolter.

DISPOSITION: Postponed.

Case # Local 222, Salt Lake City, Utah, and
5-71-6061 Pacific Intermountain Express

Warning Salt Lake City-domiciled line driver Donald C. Wescom was
Letter issued a warning notice dated January 5, 1971 for failure to call
his relief driver when he arrived at his layover point in Ontario,
Oregon as directed in the Company's written instructions.

DISPOSITION: Postponed.

Case # Local 961, Denver, Colorado, and
5-71-6062 Navajo Freight Lines, Inc.

Warning William Chart states: Protesting warning letter and the suspension
Letter issued me. Request all pay for period of suspension.

DISPOSITION: Settled and Withdrawn.

Case # Local 961, Denver, Colorado, and
5-71-6063 Pacific Intermountain Express

Warning George Massey states: I am protesting the warning letter of
Letter February 10, 1971 for an accident on February 3, 1971. I request
this letter be retracted.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 692, Long Beach, California, and
5-71-6064 Griley Security Freight Lines

Warning Local 692 protests the warning notice issued to our member,
Letter Coleman J. Hutton, which is dated January 14, 1971, by the
Company and received by our member on February 3, 1971, and
requests that it be removed from his record due to being untimely.

DISPOSITION: Settled and Withdrawn.

Case # Local 70, Oakland, California, and
5-71-6065 Consolidated Freightways

Joint Work jurisdiction. Company utilized a common carrier to effect
Council # 7 a delivery which the Union says is normally handled by the
Dispute Company, and there were men on layoff. Union requests one
days pay, plus two hours overtime for a senior qualified man who
was on layoff this date.

DECISION: (Main Committee - Transcript Pgs. 260-264 / - 5/12/71)
M/m/s/c/ that the route man be given 2 hours at time and a half.

Case # Local 70, Oakland, California, and
5-71-6066 Consolidated Freightways

Joint Union requests that Mr. Schlyter be returned to his correct
Council # 7 established rate of pay and be reimbursed by Company for all
Dispute monies lost. Union requests that Mr. Sampe be returned to his
correct established rate of pay and that he be reimbursed by
Company for all monies lost. Union requests that Mr. Rakstad
be returned to his correct established rate of pay and that he be
reimbursed by Company for all monies lost.

DECISION: (Main Committee - Transcript Pgs. 265-273 / - 5/12/71)
M/m/s/c/ that the Union and the Company be instructed to comply with Article 41,
Section 7, of the Joint Council # 7 Local Pickup and Delivery Supplemental Agreement,
and the money claim is denied.

Case # Local 70, Oakland, California, and
5-71-6067 Encinal Terminals

Joint Union claims one days pay for two employees laid off (Claesgens
Council # 7 and Rose). Company brought tractors and Local 315 short line
Dispute drivers into the Oakland yard, picked up loads, delivered them
to San Jose terminal, returned to Oakland, and then back to
Richmond. Union claims that Local 70 Pick-Up and Delivery
personnel were on layoff and should have pulled these schedules.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
5-71-6068 Interstate Motor Lines

Joint Dan Patton called in as hostler on Sunday upon reporting to work
Council # 7 Mr. Patton was dispatched to make a pickup. After making the
Dispute pickup he returned to the yard where there was hostling work to
be performed. Mr. Patton refused the hostling work and clocked
out at 11:30 p.m. (his shift was swing). Union is claiming pick-up
pay back to 8:00 a.m. as he was used as driver, and 8:00 a.m. is
the regular starting time for drivers. If a man is used as a driver
he has an 8:00 a.m. starting time, regardless what time he is
called in and should be paid back to that time.

DISPOSITION: Postponed.

Case # Local 70, Oakland, California, and
5-71-6069 Owens Illinois

Joint On Saturday, March 6, 1971, H & C Trucking hauled a load from
Council # 7 Company's warehouse 'C' to Korbel Winery in Guerneville when
Dispute Company had equipment and drivers available, and 12 men on
layoff. Delivery time of load was 7:00 a.m. which would constitute
a 4:30 a.m. start, and Union is claiming 11 1/2 hours pay at the
premium rate for Paul Jones who should have performed this work.

DISPOSITION: Withdrawn without prejudice.

Case # Local 70, Oakland, California, and
5-71-6070 Panda Terminals

Joint Work is being performed, but men on layoff have not been called
Council # 7 back. Union requests that Company pay all laid off employees
Dispute who have suffered because of this change in operations.

DISPOSITION: Reinstated back to the parties and this committee retains juris-
diction.

Case # Local 70, Oakland, California, and
5-71-6071 Ringsby Systems

Joint Union claiming days pay for employee on layoff on dates when
Council # 7 Employer dropped trailers at Consignee/Shippers in excess of
Dispute 36 hours.

DISPOSITION: Postponed.

Case # Local 70, Oakland, California, and
5-71-6072 Ringsby Truck Lines

Joint Thomson was paid vacation 17 days in the month of December.
Council # 7 Union claims this automatically entitles the man to health and
Dispute welfare payments for the month of January. The man was paid
his vacation in December, this would mean the same as working
17 days in the month, which would entitle him to health and welfare
payments in January.

DECISION: (Main Committee - Transcript Pgs. 101-104/ - 5/11/71)
M/m/s/c/ that the claim be denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
5-71-6073 Sea Land Services

Joint Union feels when a man with three years seniority is entitled to
Council # 7 15 days paid vacation as of his anniversary date. A man with 7
Dispute years seniority is entitled to 20 days paid vacation as of his
anniversary date. Company does not agree.

DISPOSITION: Referred back to Joint Council # 7 to be heard on its merits.

Case # Local 70, Oakland, California, and
5-71-6074 Shippers Encinal

Joint On March 24, 1971, Ken Mills, Local 70 sub-hauler, hauled a
Council # 7 load from Kaiser Aluminum to Sacramento. He loaded the night
Dispute before presumably. According to the Company letter of agreement,
no sub-hauler shall work when there are Local men on layoff.
Union claiming pay for Local 70 men.

DECISION: (Main Committee - Transcript Pgs. 277-280/ - 5/12/71)
M/m/s/c/ that the case be referred to the California Bay Area Committee to be heard
on its merits. In the future claims involving line drivers and local drivers shall be
submitted to the California Bay Area Committee.

Case # Local 70, Oakland, California, and
5-71-6075 Western Gillette,

Joint Does the Company have the right to interline freight which was
Council # 7 formerly handled by a bid driver?
Dispute

DISPOSITION: Postponed.

Case # Local 85, San Francisco, California, and
5-71-6076 Monarch Institutional Foods

Joint Claim for penalty cargo pay for all employees. Union requests
Council # 7 all employees to have the \$1.00 penalty cargo premium to be
Dispute encompassed within their hourly rate of pay and any employee
who had deduction of same since March 1/71 to be compensated
at the applicable rate of pay including the \$1.00 premium.

DISPOSITION: (Main Committee - Transcript Pg. 110)
Settled and Withdrawn.

Case # Local 85, San Francisco, California, and
5-71-6077 Pacific Motor Transport

Joint Union claims that a line driver performed work which should have
Council # 7 been performed by a Local 85 Pickup & Delivery man. Union re-
Dispute quests high man Saturday, Sunday, holiday work list be compensated
for hours of work performed by line driver Turpin.

DECISION: (Main Committee - Transcript Pg. 390/ - 5/13/71)
M/m/s/c/ it be remanded to the California Bay Area Committee to be heard on its
merits.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 85, San Francisco, California, and
5-71-6078 S. E. Rykoff Company

Joint Council # 7 Dispute Union claims Company may not block out any periods in which an employee will not be allowed to take his vacation. Union requests Mr. Robert Robinette and any other employee desiring vacation in September, 1971, be entitled to do same under the amount of drivers Company does allow off at any one given time.

DECISION: (Main Committee - Transcript Pgs. 345-352 / - 5/13/71)
M/m/s/c/ the Union's position be upheld.

Case # Local 85, San Francisco, California, and
5-71-6079 Western Carloading

Joint Council # 7 Dispute Claim by Union for additional hours pay for grievant Joe Beveridge. Union requests two nights pay at shift differential. Union claims that employee suffered two accidents, one on each of two nights, had to clock out because of them and the Company paid him only for the actual hours worked. Union claims balance of pay for eight hours for each of the two days in question.

DECISION: (Main Committee - Transcript Pgs. 252-259 / - 5/12/71)
M/m/s/c/ that the claim on 2/8/71 be denied. The claim for 2/9/71 be upheld.

Case # Local 287, San Jose, California, and
5-71-6080 Delta Lines

Joint Council # 7 Dispute Men were sick/injured in January, 1971, and returned to work in February of 1971. They did not work 12 days in either January or February, they were not paid Washington's Birthday holiday. Union requests holiday pay and vacation and sick leave credit for February, 1971. Union claims the men's right to holidays are protected by the 'end of the month and 30 days after' clause in the contract, and the men should have received their holiday pay.

DISPOSITION: Settled and Withdrawn.

Case # Local 287, San Jose, California, and
5-71-6081 Delta Lines

Joint Council # 7 Dispute Union requests that Company pay I. Gallardo the applicable rate of pay for all hours worked by the junior men on Saturday, 2/20/71. Union claims that Company improperly dropped I. Gallardo to the bottom of the wheel because he did not have sufficient hours left to work a premium Saturday.

DECISION: (Main Committee - Transcript Pgs. 341-344 / - 5/13/71)
M/m/s/c/ the claim of the Union be upheld.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 287, San Jose, California, and
5-71-6082 Di Salvo Trucking

Joint Money claim by hostler for early work performed by heavy driver.
Council # 7 Union requests one hours pay at time and one-half for bid hostler.
Dispute Union states Company is bringing in heavy duty man to break
apart a train and take a box of said train to consignees for delivery.

DISPOSITION: (Main Committee - Transcript Pg. 110)
Settled and Withdrawn.

Case # Local 287, San Jose, California, and
5-71-6083 East Texas Motor Freight

Joint Union claims time and one-half for Ernest Guerreiro for December
Council # 7 28th. That when a holiday occurs during an employees vacation,
Dispute the man's vacation is automatically extended one additional day
for each holiday which occurred.

DISPOSITION: Withdrawn.

Case # Local 287, San Jose, California, and
5-71-6084 Garden City Transportation

Joint Union requests 4 hours at broken time when Sea Containers were
Council # 7 dropped at consignee for unloading. Local 287 employees should
Dispute have been utilized to unload the Sea Container at the consignee's.

DECISION: The decision in Case #5-71-6087 applies.

NOTE: Cases #5-71-6084, #5-71-6086 and #5-71-6087 were heard together.

Case # Local 287, San Jose, California, and
5-71-6085 Pacific Motor Trucking

Joint Misdispatch by Company of singles and doubles bid drivers.
Council # 7 Union requests that men be dispatched at 8:00 a.m. on their bid
Dispute positions. Union claims that Company is dispatching single men
on doubles, and doubles men on singles, even though they have bid
otherwise. Union requests this practice be stopped.

DECISION: (Main Committee - Transcript Pgs. 274-276 / - 5/12/71)
M/m/s/c/ the claim of the Union be denied.

Case # Local 287, San Jose, California, and
5-71-6086 Shippers-Encinal Express

Joint Company in violation of Article 47. Dropped a Matson van at
Council # 7 Almaden Winery, loaded by the shipper. Union requests pay at
Dispute applicable rate for Local 287 man for unloading van. This is work
jurisdiction of Local 287 man.

DECISION: The decision in Case #5-71-6087 applies.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 287, San Jose, California, and
5-71-6087 West Transportation

Joint Dropping of Sea van at consignees. Union requests pay for
Council #7 Local 287 man for work performed by consignee. This is the
Dispute jurisdiction of Local 287, and a Local 287 man should be doing
the work.

DECISION: (Main Committee - Transcript Pgs. 311-330 / - 5/13/71)

~~M/m/s/~~ and Deadlocked the claim of the Union be upheld.

~~M/m/s/~~ and did not receive a majority vote "that this case go to Arbitration."

Note: Cases #5-71-6084 - 5-71-6086 and #5-71-6087 were heard together.

Case # Local 315, Martinez, California, and
5-71-6088 Pacific Motor Trucking

Joint Union requests double rate to all employees for any work performed,
Council #7 who are now on the seniority list.
Dispute

Company has traditionally paid double rate to all employees
whether or not they were actually operating doubles. Company
has now ceased this and pays according to the bid classification.
Union feels this is a past practice and should be continued.

DECISION: (Main Committee - Transcript Pgs. 97-100 / - 5/11/71)

~~M/m/s/c/~~ that based on the Company's particular method of pay involving this case,
the claim of the Union is upheld.

Case # Joint Council #23 - On behalf of all Local Unions in Montana, and
5-71-6096 Consolidated Freightways

Master Company is not recognizing Schedule "B" - Dispatching and
Dispute Bidding Rules for the State of Montana.

DISPOSITION: Withdrawn.

Case # Local 104, Phoenix, Arizona, and
5-71-6097 Lee Way Motor Freight, Inc.

O-T-R Money claim for Clarence C. Hudson, March 13, 1971.
Dispute

DISPOSITION: Withdrawn.

Case # Local 104, Phoenix, Arizona, and
5-71-6098 Lee Way Motor Freight, Inc.

O-T-R Money claim for Lawrence Jackson, March 14, 1971. The Union
Dispute claims pay in the amount of \$1.20 for 15 minutes fueling time
enroute at Sutton Summit.

DECISION: (Main Committee - Transcript Pgs. 116-120 / - 5/11/71)

~~M/m/s/c/~~ the claim of the Union be denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case #
5-71-6091

O. N. C. Motor Freight System

Change of
Operations

Locals involved:

104, Phoenix, Arizona

310, Tucson, Arizona

O.N.C. has purchased from Consolidated Freightways, certain of C.F.'s Arizona Intrastate Authority and will commence operating such authority as soon as approval is granted by the Arizona Commerce Commission.

This new operation by O.N.C. is submitted to the Change of Operations Committee of the Joint Western Area Committee for determination of the Application of seniority in this sale and purchase.

O.N.C. is purchasing only the permits or rights from C.F. without the acquisition of any equipment or terminals (Article 5, Section 3 (a) (3) N.M.F. Agreement.

This case was referred to the Main Committee from the Change of Operations Committee.

DECISION: (Main Committee - Transcript Pgs. 446-447/ - 5/14/71)
M/m/s/c/ with regards to the purchase by O.N.C. of the Arizona Intrastate authority from Consolidated Freightways, it is agreed between the parties that the following will be the application of seniority in this takeover:

- (1) Under the provisions of Article 5, Section 3 (a) (3) of the Master, O.N.C. will take the necessary amount of laid off employees of Consolidated Freightways who will move over to O.N.C. with no seniority rights other than their Consolidated Freightways seniority for fringe benefits.
- (2) In this movement of the men from Consolidated Freightways to O.N.C. there will be a 60-day period in which the men transferring from Consolidated Freightways to O.N.C. will not establish permanent seniority. At the end of the 60-day period the seniority roster of the transferred employees will be reconstructed in line with their original Consolidated Freightways seniority for work purposes at the O.N.C. terminal below the presently employed O.N.C. seniority roster.
- (3) It is understood that men so transferring must be qualified to do the work.
- (4) Within this 60-day period those employees transferring from Consolidated Freightways to O.N.C. shall not fall under the provisions of the probationary employee.

M/m/s/c/ that the statements put into the record regarding seniority are hereby approved by this committee.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 222, Salt Lake City, Utah, and
5-71-6099 Pacific Intermountain Express

O-T-R Salt Lake-domiciled singleman drivers Little and Herlitz were
Dispute each stopped near Laramie, Wyoming on February 8/71 by the
Highway Patrol because icy road conditions had caused a series
of accidents. The drivers were relieved from duty.

DISPOSITION: Settled and Withdrawn.

Case # Local 287, San Jose, California, and
5-71-6100 Navajo Freight Lines

O-T-R Company leasor by-passed the terminal and made a pickup
Dispute normally made by local driver. These pickups were handled by
their Special Commodities Division and were not under the control
of their terminal managers.

DECISION: (Main Committee - Transcript Pgs. 448-457/ - 5/14/71)
~~M/m/s/c/~~ based on the Company's testimony that they are operating under the Western
States Area Over-The-Road Supplement, the Company is directed to abide by the
terms and conditions of the Over-The-Road Supplement, and the money claims of
the Union are upheld.

Case # Local 287, San Jose, California, and
5-71-6101 Ringsby System

O-T-R Company in violation of Article 40, and 54, Western States Area
Dispute Over-The-Road Agreement. Company leasor by-passed the
terminal and made a pickup normally made by local drivers.

DECISION: (Main Committee - Transcript Pgs. 403-408/ - 5/13/71)
~~M/m/s/~~ and Deadlocked the claim of the Union be allowed.
~~M/m/s/~~ and did not receive a majority vote "that this case go to Arbitration."

Case # Local 313, Tacoma, Washington, and
5-71-6102 Ramsey Freight Lines

Short Ken Pan denied coffee time 1/4 hour April 5/71. Tractor #15,
Line Trailer #R-41 Rentco 0209, 10:30 a.m. on short line agreement.

DISPOSITION: Settled and Withdrawn.

Case # Local 315, Martinez, California, and
5-71-6103 Clark Farnsworth, Inc.

O-T-R Union claiming all hours the grievant, John Pratt, was laid over
Dispute in excess of 8 hours 2/1/71. The grievant was pulling a permit
load and could travel only during daylight hours. He laid over in
Redding from 5:00 p.m. until 9:00 a.m. the following day.

DECISION: (Main Committee - Transcript Pgs. 158-163/ - 5/11/71)
~~M/m/s/c/~~ that the claim of the Union be upheld and the man shall be paid the first
eight hours out of 24 plus meals and lodging based on Case 5-338.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 411, Mount Vernon, Washington
5-71-6104 Local 741, Seattle, Washington, and
Oak Harbor Freight Lines

O-T-R Dispute Historically, Oak Harbor Freight Lines has run two separate runs from Oak Harbor to Seattle which has been handled by two drivers. Local 411 protests the laying off the number two driver effective March 22/71 and having only one driver perform all the work historically performed by two drivers.

Asking that Roy Lander be compensated for all work lost as a result of the improper Change of Operation and that Oak Harbor be directed to maintain the two employees performing the Oak Harbor to Seattle run.

DECISION: (Main Committee - Transcript Pgs. 199-207/ - 5/12/71)
M/m/s/c/ that it is the Union's position that the Washington short line is covered by the Over-The-Road Agreement, the seven-paragraph document finalized in Washington, and the transcript of the meeting of Thursday, November 12th, 1970.

Case # Local 468, Oakland, California, and
5-71-6105 Consolidated Freightways

O-T-R Dispute Money claim. Company not paying check time. The Company has historically paid check time, but has now stopped paying it. Company is not paying for checks required by D.O.T. but is paying for all time physically worked.

DECISION: (Main Committee - Transcript Pgs. 353-361/ - 5/13/71)
M/m/s/c/ based on the Maintenance of Standards the Company will pay 30 minutes check and fuel time as previously defined by this committee and they will continue to pay phone calls and port of entries in the same manner as they have in the past, and the money claims shall be allowed in accordance with this decision.

Case # Local 468, Oakland, California, and
5-71-6106 Pacific Motor Trucking

O-T-R Dispute Money claim for James W. Fowler, February 5, 6, 1971. Union claiming 2 hours delay time and a Medford trip.

DECISION: (Main Committee - Transcript Pgs. 383-389/ - 5/13/71)
M/m/s/c/ based on the facts in this case the man be paid eight hours at the applicable hourly rate of pay.

Case # Local 670, Salem, Oregon, and
5-71-6107 Pacific Intermountain Express

Interpre- Local 670 is requesting an interpretation of Article 43, Section 2, tation of the Over-The-Road Agreement. The issue at hand is whether the Local Union should enforce the Company to bid runs that are operating on a regular basis when the majority of the drivers on the board wish to operate as a rotating board.

DECISION: (Main Committee - Transcript Pgs. 33-42/ - 5/10/71)
M/m/s/c/ this is a factual case and is not an interpretive case. And inasmuch as the operation was originally set up on a rotating basis, the claim for bid runs at this time is denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
5-71-6108 Consolidated Freightways

O-T-R Request Consolidated Freightways pay their drivers for making
Dispute out the part of their pay forms that were previously made out
by Company. This now concerns pay forms made out in
Huntington and Medford. A factual case concerning transport
driver Don Olson in Huntington on March 1, 1971.

DECISION: (Main Committee - Transcript Pgs. 152-154/ - 5/11/71)
M/m/s/c/ that the claim of the Union be denied.

Case # Local 741, Seattle, Washington, and
5-71-6109 Garrett Freightlines

O-T-R Request Garrett Freightlines cease and desist dispatching drivers
Dispute short line when in effect the Company is dispatching through bills
of lading freight. Per dispatch on March 22, 1971, Company
dispatched George Kuempel to Bellingham with freight from
California and Portland, and return with freight for Louisiana.

DECISION: (Main Committee - Transcript Pgs. 229-230/ - 5/12/71)
M/m/s/c/ the claim of the Union be denied.

Case # Local 741, Seattle, Washington, and
5-71-6110 Garrett Freightlines

O-T-R Request Garrett pay time consumed opening and closing gate at
Dispute the Seattle terminal when employees so note on trip and pay report.

DECISION: (Main Committee - Transcript Pgs. 375-377/ - 5/13/71)
M/m/s/c/ based on the facts in this case the claim be denied.

Case # Local 741, Seattle, Washington, and
5-71-6111 O. N. C. Motor Freight System

O-T-R Request O. N. C. pay Don Murphy 8 hours guarantee for miles
Dispute driven only on trip to Yakima and return on March 31st, and also
all other O.N.C. line drivers on trips Company did not pay properly.

DECISION: (Main Committee - Transcript Pgs. 223-224/ - 5/12/71)
M/m/s/c/ if the Seattle-Yakima turn was a true short line run, the man is guaranteed
eight hours for driving time only at the frozen rate as of December 1, 1970, plus work
time. If it is a long line run he is guaranteed eight hours at the hourly rate for the
miles driven only at the present mileage rate, plus his work time.

Case # Local 741, Seattle, Washington, and
5-71-6112 O. N. C. Motor Freight System

O-T-R Request O. N. C. post for bid two more Medford from Seattle; one
Dispute more Portland turn, one Burnaby, B.C. turn.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case #
5-71-6113

Local 741, Seattle, Washington, and
Peninsula Oak Harbor Freight Lines

Short
Line

Claim Company is in violation of the provisions of the Short Line Rider because they dispatched Bob Huizenga on a short line trip to Mount Vernon and upon his return to the terminal they dispatched him to Bremerton which is within the PUD radius. We claim this man is entitled to a minimum day on the short trip, plus a minimum day on the dispatch to Bremerton on each and every time this took place.

DECISION: (Main Committee - Transcript Pgs. 208-210 / - 5/12/71)

M/m/s/c/ if the man was dispatched on a short line operation he may work his own equipment upon return to the terminal but he cannot be utilized in city pickup and delivery work after returning to the terminal on a short line run, and he may also take another short line trip upon return to the terminal if he has sufficient hours.

Case #
5-71-6114

Local 741, Seattle, Washington, and
Puget Sound Truck Lines

Short
Line

Union claims that Puget Sound Truck Lines owes Jack Wilson 16 hours at the heavy-duty overtime rate when on two short line trips on two separate days, March 25th and 26, 1971, he was instructed to, and did, perform local work contrary to the intent of the short line rider after working the days on short line.

DECISION: (Main Committee - Transcript Pgs. 211-222 / - 5/12/71)

M/m/s/c/ that the Union's position be upheld and that the Company is wrong in handling local operations after a true short line run and the claim be paid.

Case #
5-71-6115

Local 741, Seattle, Washington, and
Silver Eagle Company

O-T-R
Dispute

We take exception to Silver Eagle diverting their regular line runs to short line runs, namely, those runs that originate in the Seattle area and have been historically run as a long line Seattle-Portland turnaround operation. Further, many of these runs carry freight with through bills of lading and are interlined with other carriers in the Portland area. It is our position that these runs should continue to operate as long line turnaround runs, and be subject to the provisions of O-T-R, Article 54.

DECISION: (Main Committee - Transcript Pgs. 189-195 / - 5/12/71)

M/m/s/c/ that this is a line run.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 741, Seattle, Washington, and
5-71-6116 Silver Eagle Company

O-T-R Dispute We claim Company should compensate Richard Parks at the time and one-half rate when on Sunday, March 28, 1971, they ran him on a short line trip. We further claim that all short trips operated by any other drivers since March 21/71 and any future short line trips on Saturday, Sunday or holidays be paid at the time and one-half rate of pay.

DECISION: (Main Committee - Transcript Pgs. 196-198 / - 5/12/71)

Company Position: Where the man loaded his own equipment and operated a true short line and came back that it would be under the O-T-R and there would be no time and one-half on Saturday and Sunday.

Union Position: It should be time and one-half for the time worked in the area on Saturday or Sunday.

This position was deadlocked.

M/m/s/ and did not receive a majority vote "that this case go to Arbitration."

Case # Local 741, Seattle, Washington, and
5-71-6117 T.I.M.E., DC. Inc.

O-T-R Dispute Under O-T-R, Article 56, and agreed upon dispatch rules, we claim dispatch violation in Los Angeles for Radclift and Powell on trip of March 1 and March 4, for 12 hours.

DISPOSITION: Withdrawn.

Case # Local 741, Seattle, Washington, and
5-71-6118 United-Buckingham Freight Lines

Short Line Local 741 asks that the Company cease and desist operating a regular long line bid driver on a short line operation. Driver Babe O'Neil is a regular bid line driver on a Seattle-Bellingham and/or Blain turnaround. On several occasions the Company has run him on a short line run to Anacortes and Bellingham.

DECISION: (Main Committee - Transcript Pgs. 225-228 / - 5/12/71)
M/m/s/c/ if it is a true short line he is at the frozen rate or short line, whichever is greater. If it is not true short line, he's on the regular line contract.

Case # Local 741, Seattle, Washington, and
5-71-6119 United-Buckingham - Ringsby System

O-T-R Dispute Local 741 protests the right of the Company to hire owner operators leasers when they cannot offer work opportunities to their regular employees.

DECISION: (Main Committee - Transcript Pgs. 148-151 / - 5/11/71)
M/m/s/c/ that this case be referred back to the local committee and the Union be instructed to file specific violations of the agreements, if there are any.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
5-71-6120 O. N. C. Motor Freight System

Discharge Protesting termination notice issued to Carl L. Mayfield on
March 19, 1971.

DECISION: (Alternate Main Committee-Transcript Pgs. 129-134 / 5-13-71)
M/m/s/c/ Carl Mayfield was properly terminated under Article 3, Section 2.

Case # Local 983, Pocatello, Idaho, and
5-71-6121 Garrett Freightlines

Discharge Local 983 protests the discharge of James Roper dated March
22, 1971 for an accident which occurred on March 20, 1971.

DECISION: (Alternate Main Committee-Transcript Pgs. 65-77 / - 5-12-71)
M/m/s/c/ that the discharge of Mr. James Roper be reduced to a suspension; that
he be returned to work in his normal seniority position on May 24th, and no compensa-
tion for time lost.

Case # Local 150, Sacramento, California, and
5-71-6123 A. W. Hays Trucking

O-T-R The Union is claiming for runarounds for the period when the
Dispute Company sold its equipment and then leased it back with drivers
and let their laid off employees sit at home.

DECISION: (Main Committee - Transcript Pgs. 169-188 / - 5/12/71)
M/m/s/c/ this case is referred back to the parties for possible settlement. This
committee will retain jurisdiction.

Case # Local 150, Sacramento, California, and
5-71-6124 O. N. C. Motor Freight System

O-T-R Union claims 30 1/4 hours for Henry Sinclair on March 7/71
Dispute when Company dispatched casual driver Leach and he was not worked.

DISPOSITION: Settled and Withdrawn.

Case # Local 431, Fresno, California, and
5-71-6125 Pacific Motor Trucking

Interpre- The Union requests an interpretation of Article 8, Section E of
tion the National Master when the Company moves equipment out of
fresno with the intention of using leasors.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 287, San Jose, California, and
5-71-6126 Shamrock Truck Lines

Discharge Union protests discharge of Ben Meyers.

DECISION: (Alternate Main Committee-Transcript Pgs. 135-142 / 5-13-71)
M/m/s/c/ based on the facts in this particular case, the discharge is sustained.

Case # Local 468, Oakland, California, and
5-71-6127 Pacific Intermountain Express

Discharge Union protests the committee hearing the discharge of Gilbert Foster

DECISION: (Main Committee - Transcript Pgs. 378-382 / - 5/13/71)
M/m/s/c/ this case is remanded to the California Bay Area Committee to be heard on its merits.

Case # Local 357, Los Angeles, California, and
5-71-6128 Wescar Terminals

Discharge The Union protests the discharge of Manuel Davis.

DECISION: (Main Committee - Transcript Pgs. 468-492 / - 5/14/71)
M/m/s/ and Deadlocked that based on the facts presented in this case, the police report introduced in this case and particularly with reference to possession of both drugs and firearms, and also based on the national negotiations concerning possession of these articles and Mr. Hoffa's statement concerning possession of these same articles, that the discharge of Mr. Davis be upheld.

Note: This case shall be submitted to umpire handling with Mr. H. L. Woxberg as the Arbitrator.

Case # Local 357, Los Angeles, California, and
5-71-6129 Wescar Terminals

Discharge The Union wishes to protest the discharge of Adolph Pruitt.

DECISION: (Main Committee - Transcript Pgs. 493-502 / - 5/14/71)
M/m/s/ and Deadlocked based on the facts the discharge be upheld.

Note: This case shall be submitted to umpire handling with Mr. H. L. Woxberg as the Arbitrator.

Case # Local 208, Los Angeles, California, and
5-71-6130 T.I.M.E., DC. Inc.

Suspension For and on behalf of: J. D. Almaraz, E. L. Banuelos and John Passi.

Company violated seniority of above members when they reported to work on March 29/71 and Company refused to work them and issued them a 5-day suspension. We claim all money due.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 315, Martinez, California, and
5-71-6131 Brothers Transportation

Discharge The Union wishes to protest the discharge of Gary Danley.

DECISION: (Alternate Main Committee-Transcript Pgs. 43-48 / - 5-11-71)
M/m/s/c/ that the discharge be sustained.
